
A

**CONTRACT TO CHARTER A PUBLIC SCHOOL ACADEMY
AND RELATED DOCUMENTS**

ISSUED BY

**THE GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES
(AUTHORIZING BODY)**

ISSUED TO

**COVENANT HOUSE ACADEMY DETROIT
(A PUBLIC SCHOOL ACADEMY)**

**CONFIRMING THE STATUS OF
COVENANT HOUSE ACADEMY DETROIT**

AS A

PUBLIC SCHOOL ACADEMY

**DATED:
JULY 1, 2013**

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Contract to Charter a Public School Academy

Pursuant to Part 6a of the Revised School Code (“Code”), being Sections 380.501 to 380.507 of the Michigan Compiled Laws, the Grand Valley State University Board of Trustees (“University Board”) issues a contract to Covenant House Academy Detroit (the “Academy”), to be effective July 1, 2013, confirming the Academy’s status as a public school academy in this State. The Parties agree that the issuance of this Contract is subject to the following Terms and Conditions:

ARTICLE I

DEFINITIONS

Section 1.1. Certain Definitions. For purposes of this Contract, and in addition to the terms defined throughout this Contract, each of the following words or expressions, whenever capitalized, shall have the meaning set forth in this section:

- a) **Academy** means the Michigan non-profit corporation authorized by this Contract.
- b) **Academy Board** means the Board of Directors of the Academy authorized by this Contract. **Academy Board member** or **Academy Director** means an individual who is a member of the Academy Board, whether in the past, present or future.
- c) **Applicable Law** means all state and federal law applicable to public school academies.
- d) **Applicant** means the person or entity that submitted the public school academy application to the University for the establishment of the Academy.
- e) **Application** means the public school academy application and supporting documentation submitted to the University for the establishment of the Academy.
- f) **Authorization Resolution** means the resolution adopted by the Grand Valley State University Board of Trustees approving the issuance of a Contract.
- g) **Charter School** means public school academy.
- h) **Code** means the Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 to 380.1852 of the Michigan Compiled Laws.
- i) **Contract** means, in addition to the definitions set forth in the Code, the Terms and Conditions and the Schedules.
- j) **Educational Service Provider or “ESP”** means an educational management organization as defined under section 503c of the Code, MCL 380.503c, that

has entered into a contract or agreement with the Academy Board for operation or management of the Academy, which contract has been submitted to the University Charter Schools Office Director for review as provided in Section 11.11 and has not been disapproved by the University Charter Schools Office Director, and is consistent with the Charter Schools Office Educational Service Provider Policies, as they may be amended from time to time, and Applicable Law.

- k) **Fund Balance Deficit** means the Academy has more liabilities than assets at the end of any given school fiscal year, and includes any fiscal year where the Academy would have had a budget deficit but for a financial borrowing from, or monetary contribution by an Educational Service Provider or other person or entity to the Academy. If the Academy receives a gift or grant of money or financial support from an Educational Service Provider or other person or entity that does not require repayment by the Academy, and is not conditioned upon the actions or inactions of the Academy Board, then such gift or grant shall not constitute a financial borrowing or contribution for purposes of determining a Fund Balance Deficit.
- l) **Management Agreement or ESP Agreement** means an agreement as defined under section 503c of the Code, MCL 380.503c that has been entered into between an ESP and the Academy Board for operation and/or management of the Academy, which has been submitted to the University Charter Schools Office Director for review as provided in Section 11.11 and has not been disapproved by the University Charter Schools Office Director, and is consistent with the CSO Educational Service Provider Policies as they may be amended from time to time, and Applicable Law.
- m) **Master Calendar of Reporting Requirements (MCRR)** means the compliance certification duties required of the Academy by the University Board. The University Charter Schools Office may amend the MCRR each fiscal year or at other times as deemed appropriate by the University President. These changes shall be automatically incorporated into the Contract and shall be exempt from the Contract amendment procedures under Article IX of these Terms and Conditions.
- n) **Method of Selection Resolution** means the resolution adopted by the University Board providing for the method of selection, length of term, number of members, qualification of Board Academy members and other pertinent provisions relating to the Academy Board.
- o) **Resolution** means any resolution adopted by the Grand Valley State University Board of Trustees.
- p) **Schedules** mean the schedules incorporated into and part of the Terms and Conditions.

- q) **Terms and Conditions** means this document entitled Terms and Conditions of Contract issued by the Grand Valley State University Board of Trustees.
- r) **University** means Grand Valley State University established pursuant to Article VIII, Sections 4 and 6 of the 1963 Michigan Constitution and MCL 390.841 *et seq.*
- s) **University Board** means the Grand Valley State University Board of Trustees.
- t) **University Charter Schools Hearing Panel** or **Hearing Panel** means such person(s) as designated by the University President.
- u) **University Charter Schools Office** or **CSO** means the office the University Board, by issuance of this Contract, hereby designates as the point of contact for public school academy applicants and public school academies authorized by the University Board. The University Charter Schools Office is also responsible for managing, implementing, and overseeing the University Board's responsibilities with respect to the Contract.
- v) **University Charter Schools Office Director** or **CSO Director** means the person designated by the University President to administer the operations of the University Charter Schools Office.
- w) **University President** means the President of Grand Valley State University or his or her designee.

Section 1.2. Schedules. All Schedules to this Contract are part of this Contract.

Section 1.3. Statutory Definitions. Statutory terms defined in the Code shall have the same meaning in this Contract.

Section 1.4. Application. The Application submitted to the University Board for the establishment of the Academy is incorporated into, and made part of, this Contract. In the event that there is an inconsistency or dispute between materials in the Application and the Contract, the language or provisions in the Contract shall control.

Section 1.5. Conflicting Contract Provisions. In the event that there is a conflict between the language contained in the provisions of this Contract, the Contract shall be interpreted as follows: (i) the Method of Selection Resolution shall control over any other conflicting language in the Contract; (ii) the Authorizing Resolution shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection Resolution; (iii) the Terms and Conditions shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection Resolution and the Authorizing Resolution; and (iv) the Articles of Incorporation shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection Resolution, Authorizing Resolution and these Terms and Conditions.

ARTICLE II

ROLE OF GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES AS AUTHORIZING BODY

Section 2.1. University Board Resolutions. For purposes of this Contract, the University Board has adopted the following resolutions:

(a) Method of Selection Resolution. The University Board has adopted the Method of Selection Resolution, which is incorporated into this Contract as part of Schedule 1. At anytime and at its sole discretion, the University Board may amend the Method of Selection Resolution. Upon University Board approval, changes to the Method of Selection Resolution shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of the Terms and Conditions.

(b) Authorizing Resolutions. The University Board has adopted the Authorizing Resolution, which is incorporated into this Contract as part of Schedule 1.

Section 2.2. Method for Monitoring Academy's Compliance with Applicable Law and Performance of its Targeted Educational Outcomes. The University Board has the responsibility to oversee the Academy's compliance with the Contract and all Applicable Law. The Academy shall perform the compliance certification duties required by the University Board as outlined in the Contract incorporated into this Contract as Schedule 5. Additionally, the Academy shall be responsible for the following:

- a) In the event that the University President determines that the Academy's educational outcomes should be reviewed to help determine if the Academy is meeting the educational goals set forth in the Schedules, the University President, at his or her discretion, may require an objective evaluation of student performances by an educational consultant, acceptable to both the Academy and the University President. The Academy shall pay for the expense of the evaluation. In addition, at any time, the University President may require an evaluation of student performance to be selected by and at the expense of the University. The Academy shall cooperate with the evaluation, including any student testing required.
- b) Within ten (10) days of receipt, the Academy shall notify the University Charter Schools Office of correspondence received from the Department of Education or State Board of Education that requires a written or formal response.
- c) Within ten (10) days of receipt, the Academy shall report to the University Charter Schools Office and the University Counsel Office any litigation or formal proceedings alleging violation of Applicable Law or contractual agreement against the Academy, its officers, employees, agents, and/or contractors.
- d) The Academy shall permit review of the Academy's records and inspection of its premises at any time by representatives of the University. Normally, such inspections

shall occur during the Academy's hours of operation and after advance notice to the Academy.

- e) The Academy shall provide the Charter Schools Office with copies of reports and assessments concerning the educational outcomes achieved by pupils attending the Academy and shall provide necessary approvals for the Charter Schools Office to access electronic information received or stored by the State of Michigan including, but not limited to, the Department of Education or other agency authorized by the State to collect school data.
- f) The Academy shall submit audited financial statements, including auditor's management letters and any exceptions noted by the auditors, to the University Charter Schools Office. The financial statements and auditor's management letters shall be submitted to the University Charter Schools Office within ninety (90) days after the end of the Academy's fiscal year.
- g) The Academy shall provide the University Charter Schools Office with a copy of the proposed annual budget for the upcoming fiscal year of the Academy no later than July 1st. The Academy Board is responsible for establishing, approving and amending the annual budget in accordance with the Uniform Budgeting and Accounting Act, MCL 141.421 *et seq.*, and for providing all amendments and revisions to the University Charter Schools Office following Academy Board approval.
- h) The Academy shall provide to the University Charter Schools Office minutes of all Academy Board meetings no later than fourteen (14) days after such meeting.

Section 2.3. University Board Administrative Fee. During the term of this Contract, the Academy shall pay the University Board an administrative fee of 3% of the state school aid payments received by the Academy. For purposes of this Contract, state school aid payments received by the Academy in July and August in any given year shall be deemed to have been received by the Academy during the Contract term. This fee shall be retained by the University Board from each state school aid payment received by the University Board for forwarding to the Academy. This fee shall compensate the University Board for issuing the Contract and overseeing the Academy's compliance with the Contract and all Applicable Law.

Section 2.4. University Board as Fiscal Agent for the Academy. The University Board is the fiscal agent for the Academy. The University Board shall, within three (3) business days, forward to the Academy all state school aid funds or other public or private funds received by the University Board for the benefit of the Academy. The University Board shall retain any amount owed to the University Board by the Academy pursuant to this Contract. For purposes of this section, the responsibilities of the University Board, the State of Michigan, and the Academy are set forth in the Fiscal Agent Agreement incorporated herein as Schedule 4.

Section 2.5. Authorization of Employment. The Academy may employ or contract with personnel. If the Academy contracts for personnel with an Educational Service Provider, the Academy shall submit a draft of the proposed agreement to the University Charter Schools

Office for review. The University Charter Schools Office may disapprove the proposed agreement if it contains provisions in violation of this Contract or Applicable Law. No ESP agreement shall be effective unless and until the agreement complies with Section 11.12 of these Terms and Conditions. With respect to Academy employees, the Academy shall have the power and responsibility to (i) select and engage employees; (ii) pay their wages; (iii) dismiss employees; and (iv) control the employees' conduct, including the method by which the employee carries out his or her work. An employee hired by the Academy shall be an employee of the Academy for all purposes and not an employee of the University for any purpose. The Academy Board shall prohibit any individual from being employed by the Academy, an ESP, or an employee leasing company involved in the operation of the Academy, in more than one (1) full-time position and simultaneously being compensated at a full-time rate for each of these positions. The Academy shall be responsible for carrying worker's compensation insurance and unemployment insurance for its employees.

Section 2.6. Financial Obligations of the Academy are Separate from the State of Michigan, University Board and the University. Any contract, mortgage, loan or other instrument of indebtedness entered into by the Academy and a third party shall not in any way constitute an obligation, either general, special, or moral, of the State of Michigan, the University Board, or the University. Neither the full faith and credit nor the taxing power of the State of Michigan or any agency of the State, nor the full faith and credit of the University Board or the University shall ever be assigned or pledged for the payment of any Academy contract, agreement, note, mortgage, loan or other instrument of indebtedness.

Section 2.7. Academy Has No Power to Obligate or Bind State of Michigan, University Board or the University. The Academy has no authority whatsoever to enter into any contract or other agreement that would financially obligate the State of Michigan, University Board or the University, nor does the Academy have any authority whatsoever to make any representations to lenders or third parties, that the State of Michigan, University Board or the University in any way guarantee, are financially obligated, or are in any way responsible for any contract, agreement, note, mortgage, loan or other instrument of indebtedness entered into by the Academy.

Section 2.8. Authorizing Body Contract Authorization Process. Pursuant to the Code, the University Board is not required to issue a contract to the Academy. This Contract is for a fixed term and will terminate at that end of the Contract term set forth in Section 12.14 without any further action of either the Academy or the University Board. Prior to the end of the Contract term, the University Board shall provide a description of the process and standards by which the Academy may be considered for the issuance of a new contract. The timeline for consideration of whether to issue a new contract to the Academy shall be solely determined by the University Board. The standards for issuance of a new contract shall include increases in academic achievement for all groups of pupils as measured by assessments and other objective criteria established by the University Board as the most important factor of whether to issue or not issue a new contract. The University Board, at its sole discretion, may change its process and standards for issuance of a contract at anytime, and any such changes shall take effect automatically without the need for any amendment to this Contract. Consistent with the Code, the University Board may elect, at its sole discretion, not to consider the issuance of a contract,

consider reauthorization of the Academy and elect not to issue a contract, or consider reauthorization of the Academy and issue a contract for a fixed term.

ARTICLE III

REQUIREMENT THAT ACADEMY ACT SOLELY AS GOVERNMENTAL AGENCY OR ENTITY AND POLITICAL SUBDIVISION

Section 3.1. Governmental Agency or Entity and Political Subdivision. The Academy shall act exclusively as a governmental agency or entity and political subdivision.

Section 3.2. Other Permitted Activities. Nothing in this Contract shall prohibit the Academy from engaging in other lawful activities that are not in derogation of the Academy's status as a public school or that would not jeopardize the eligibility of the Academy for state school aid funds. Subject to Section 2.5 and Section 6.15 of the Terms and Conditions, the Academy may enter into agreements with other public schools, public school academies, governmental units, businesses, community and nonprofit organizations where such agreements contribute to the effectiveness of the Academy or advance education in this state.

ARTICLE IV

PURPOSE

Section 4.1. Academy's Purpose. The Academy Board shall identify the purpose or mission of the Academy. Any subsequent changes to the Academy's purpose or mission shall be carried out by amendment in accordance with Article IX of these Terms and Conditions. The Academy's stated purpose or mission shall be set forth in the Schedules.

ARTICLE V

CORPORATE STRUCTURE OF THE ACADEMY

Section 5.1. Articles of Incorporation. Unless amended pursuant to Section 9.2 of Article IX herein, the Articles of Incorporation of the Academy, as set forth in Schedule 2, shall be the Articles of Incorporation of the Academy. The Academy Board represents to the University Board that Schedule 2 includes all amendments to the Academy's Articles of Incorporation as of the date set forth above.

Section 5.2. Bylaws. Unless amended pursuant to Section 9.3 of Article IX herein, the Bylaws of the Academy, as set forth in Schedule 3, shall be the Bylaws of the Academy. The Academy Board represents to the University Board that Schedule 3 includes all amendments to the Academy's Bylaws as of the date set forth above.

ARTICLE VI

OPERATING REQUIREMENTS

Section 6.1. Governance Structure. The Academy shall be organized and administered under the direction of the Academy Board and pursuant to the governance structure as set forth in its Bylaws. The Academy's Board of Directors shall meet at least six times per fiscal year, unless another schedule is mutually agreed upon by the University President and the Academy.

Section 6.2. Contributions and Fund Raising. The Academy may solicit and receive contributions and donations as permitted by law. No solicitation shall indicate that a contribution to the Academy is for the benefit of the University. The University shall not be required to receive any contributions or donations for the benefit of the Academy. If the University receives contributions or donations for the benefit of the Academy, it shall forward such funds to the Academy within three (3) business days of receipt.

Section 6.3. Educational Goals and Programs. The Academy shall pursue the educational goals and programs identified and contained in the Schedules. The educational goals shall include demonstrated improved pupil academic achievement for all groups of pupils. Such goals and programs may be amended pursuant to Section 9.1 of Article IX of the Terms and Conditions. Upon request, the Academy shall provide the University Charter Schools Office with a written report, along with supporting data, assessing the Academy's progress toward achieving its goal(s).

Section 6.4. Curriculum. The Academy shall have flexibility in developing, realigning, and implementing the curriculum identified in the Schedules. Any changes to the curricula shall be administered pursuant to Section 9.1 of Article IX of the Terms and Conditions, and such proposed curricula shall be designed to achieve the Academy's overall educational goals and State's educational assessment objectives.

Section 6.5. Methods of Accountability. In addition to those set forth in this Section 6.5, the Academy shall evaluate its pupils' work based on the assessment strategies identified in the Schedules. To the extent applicable, the pupil performance of the Academy shall be assessed using at least the Michigan Education Assessment Program (MEAP) test or the Michigan Merit Examination (MME) designated under the Code. The Academy shall provide the University Charter Schools Office with copies of reports, assessments and test results concerning the following:

- a) educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the University Charter Schools Office;
- b) an assessment of the Academy's student performance at the end of each academic school year or at such other times as the University Board may reasonably request;
- c) an annual education report in accordance with the Code;

- d) an annually administered nationally recognized norm-referenced achievement test for the Academy's grade configuration or a program of testing approved by the University Charter Schools Office Director; and
- e) all tests required under Applicable Law.

The University Board may use such reports, assessments and test results in making its decision to suspend, terminate, or not issue a new contract at the end of the Contract, or revoke the Contract.

Section 6.6. Staff Responsibilities. Subject to Section 2.5 Article II of the Terms and Conditions, the University Board authorizes the Academy to employ or contract with an Educational Service Provider. A copy of the ESP agreement shall be included in the Schedules.

Section 6.7. Admission Policy. The Academy shall comply with all application, enrollment and admissions policies and criteria required by Applicable Law. A copy of the Academy's admission policies and criteria are set forth in the Schedules. With respect to the Academy's pupil admissions process, the Academy shall provide any documentation or information requested by the University Charter Schools Office that demonstrates the following:

- a) the Academy has made a reasonable effort to advertise its enrollment efforts to all pupils; and
- b) the Academy's open enrollment period was for a duration of at least 2 weeks and permitted the enrollment of pupils by parents at times in the evening and on weekends.

Section 6.8. School Calendar/School Day Schedule. The Academy shall comply with all minimum standards governing the length of the school term, minimum number of days and hours of instruction required by Applicable Law. The Academy agrees to make available to the CSO Office a copy of the School Calendar/School Day Schedule for each academic school year no later than July 1st. A copy of the School Calendar/School Day Schedule shall be automatically incorporated into the Schedules, without the need for an amendment under Article IX of the Terms and Conditions.

Section 6.9. Age/Grade Range of Pupils Enrolled. The Academy is authorized to operate Ninth through Twelfth grade(s). The Academy may add additional grades and vocational programs in the future, pursuant to Section 9.1 of Article IX of the Terms and Conditions.

Section 6.10. Annual Financial Audit. The Academy shall conduct an annual financial audit prepared and reviewed by an independent certified public accountant in accordance with generally accepted governmental auditing principles. The Academy shall submit the annual financial statement audit and auditor's management letter to the Charter Schools Office in accordance with the MCRR. The Academy Board shall provide to the Charter Schools Office a copy of any responses to the auditor's management letter in accordance with the MCRR.

Section 6.11. Address and Description of Proposed Site(s); Process for Expanding Academy's Site Operations. The proposed address and physical plant description of the

Academy's proposed site or sites is set forth in Schedule 7-8. Following Academy Board and University Board approval, proposed changes to the address and description of any site or sites shall be incorporated into this Contract by amendment. With the approval of the University Board, the Academy Board may operate the same configuration of age or grade levels at more than one (1) site if each configuration of age or grade levels and each site identified in Schedule 7-8 are under the direction and control of the Academy Board.

The University Board's process for evaluating and approving the same configuration of age or grade levels at more than one (1) site is as follows:

By formal resolution, the Academy Board may request the authority to operate the same configuration of age or grade levels at more than one site. The Academy Board shall submit to the University Charter Schools Office an application for site expansion, in a form or manner determined by the University Charter Schools Office. The application for site expansion shall include all information requested by the University Charter Schools Office, including detailed information about the site, revised budget, renovation and site improvement costs, the Academy's proposed operations at the site, and the information provided in Contract Schedules 7-8. Upon receipt of a complete application for site expansion, the University Charter Schools Office shall review the application for site expansion and make a recommendation to the University Board on whether the Academy's request for site expansion should be approved. A positive recommendation by the University Charter Schools Office of the application for site expansion shall include a determination by the Charter Schools Office that the Academy is operating in compliance with the Contract and is making measureable progress toward meeting the Academy's educational goals. The University Board may consider the Academy Board's site expansion request following submission by the University Charter Schools Office of a positive recommendation.

If the University Board approves the Academy Board's site expansion request, the Contract shall be amended in accordance with Article IX of these Terms and Conditions. The University Board reserves the right to modify, reject, or approve any application for site expansion in its sole and absolute discretion.

Section 6.12. Accounting Standards. The Academy shall at all times comply with generally accepted public sector accounting principles, and accounting system requirements that comply with Applicable Law.

Section 6.13. Placement of University Student Interns. The Academy may be a placement site for University students who are in education or other pre-professionals in training to serve in public schools. Such placement shall be without charge to the University and subject to other terms and conditions as the Academy and the University agree.

Section 6.14. Disqualified Organizational or Contractual Affiliations. The Academy shall comply with all state and federal law applicable to public schools concerning church-state issues. To the extent disqualified under the state or federal constitutions, the Academy shall not be organized by a church or other religious organization and shall not have any organizational or contractual affiliation with or constitute a church or other religious organization. Nothing in this

Section shall be deemed to diminish or enlarge the civil and political rights, privileges and capacities of any person on account of his or her religious belief.

Section 6.15. Matriculation Agreements. Before the Academy Board approves a matriculation agreement with another public school, the Academy shall provide a draft copy of the agreement to the University Charter Schools Office for review. Any matriculation agreement entered into by the Academy shall be added to the Schedules through a contract amendment approved in accordance with the Contract. Until the matriculation agreement is incorporated into the Contract, the Academy is prohibited from granting an enrollment priority to any student pursuant to that matriculation agreement.

Section 6.16. Posting of Adequate Yearly Progress (AYP) and Accreditation Status. The Academy shall post notices to the Academy's homepage of its website disclosing the adequate yearly progress status and accreditation status of each school in accordance with section 1280E of the Code, MCL 380.1280E.

ARTICLE VII

TUITION PROHIBITED

Section 7.1. Tuition Prohibited: Fees and Expenses. The Academy shall not charge tuition. The Academy may impose fees and require payment of expenses for activities of the Academy where such fees and payments are not prohibited by law.

ARTICLE VIII

COMPLIANCE WITH PART 6A OF THE CODE AND OTHER LAWS

Section 8.1. Compliance with Part 6a of the Code. The Academy shall comply with Part 6a of the Code.

Section 8.2. Compliance with State School Aid Act. In order to assure that funds are available for the education of pupils, the Academy shall comply with all applicable provisions of the State School Aid Act of 1979, as amended from time to time. The Academy may expend funds from the State School Aid Act for any purpose permitted by the State School Aid Act of 1979 and may enter into contracts and agreements determined by the Academy as consistent with the purposes for which the funds were appropriated.

Section 8.3. Open Meetings Act. Pursuant to Section 503(6)(a) of the Code, the Academy Board shall conduct all of its meetings in accordance with the Michigan Open Meetings Act, Act No. 267 of the Public Acts of 1976, as amended, being Sections 15.261 to 15.275 of the Michigan Compiled Laws.

Section 8.4. Freedom of Information Act. Pursuant to Section 503(6)(b) of the Code, the records of the Academy shall be records subject to the provisions of the Michigan Freedom of Information Act ("FOIA"), Act No. 442 of the Public Acts of 1976, as amended, being Sections 15.231 to 15.246 of the Michigan Compiled Laws. The Academy Board shall designate

a freedom of information coordinator to assure compliance with FOIA and other applicable law providing for public disclosure or for protection of privacy.

Section 8.5. Public Employees Relation Act. Pursuant to Section 503(6)(c) of the Code, the Academy shall comply with Act No. 336 of the Public Acts of 1947, being Sections 423.201 to 423.217 of the Michigan Compiled Laws. Organizational efforts and collective bargaining agreements, if any, with employees of the Academy shall be the responsibility of the Academy.

Section 8.6. Prevailing Wage on State Contracts. The Academy shall comply with the Prevailing Wage on State Contracts statute, Act No. 166 of the Public Acts of 1965, being Sections 408.551 to 408.558 of the Michigan Compiled Laws.

Section 8.7. Uniform Budgeting and Accounting Act. The Academy shall comply with the Uniform Budgeting and Accounting Act, Act No. 2 of the Public Acts of 1968, being MCL 141.421 to 141.440a.

Section 8.8. Revised Municipal Finance Act of 2001. With respect to the Academy's borrowing money and issuance of bonds, the Academy shall comply with section 1351a of the Code and Part VI of the Revised Municipal Finance Act of 2001, Act No. 34 of the Public Acts of 2001, being MCL 141.2601 to 141.2613 of the Michigan Compiled Laws, except that the borrowing of money and issuance of bonds by the Academy is not subject to section 1351a(4) or section 1351(2) to (4) of the Code. Bonds issued by the Academy are subject to the revised municipal finance act, 2001 PA 34, MCL 141.2101 to 141.2821.

Section 8.9. Non-discrimination. The Academy shall be separately responsible for compliance with applicable laws pertaining to equal opportunity and anti-discrimination laws such as the Elliott-Larsen Civil Rights Act, Act No. 453 of the Public Acts of 1976, as amended, being MCL 37.2101 to 37.2804, the Michigan Handicappers' Civil Rights Act, Act No. 22 of the Public Acts of 1976, as amended, being MCL 37.1101 to 37.1607, and Subtitle A of Title II of the Americans with Disabilities Act of 1990, Public Law 101-336, 42 USC & 12101 *et seq.* or any successor law.

Section 8.10. Other State Laws. The Academy shall comply with other state laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other state law to the Academy.

Section 8.11. Federal Laws. The Academy shall comply with federal laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other federal law to the Academy.

ARTICLE IX

AMENDMENT

Section 9.1. Process for Amending the Contract. Either party may propose changes in this Contract or may propose a meeting to discuss potential revision of this Contract. Except as provided in Sections 2.1, 5.1 and 6.11, the University Board delegates to its University President

the review and approval of changes or amendments to this Contract. The Academy Board may delegate the same authority to the Academy Board President. The Contract shall be amended upon agreement and approval of the respective authorized designees.

Section 9.2. Process for Amending Academy Articles of Incorporation. The Academy Board, or any authorized designee of the Academy Board, may propose changes to the Academy's Articles of Incorporation. The Academy shall be authorized to make such changes to its Articles upon approval by the President or Designee of the University after review and recommendation by the University's Legal Counsel. Upon University approval, the Academy Board's authorized designee is authorized to file the amendment to the Academy's Articles of Incorporation with the appropriate state agency. Upon receipt of the filed amendment, the Academy shall forward the filed amendment to the University Charter Schools Office. The filed amendment shall be automatically incorporated into Schedule 2 of this Contract upon receipt of the amendment by the University Charter Schools Office. If the University identifies a provision in the Articles of Incorporation that violates or conflicts with this Contract, due to a change in law or other reason, after approval has been given, it shall notify the Academy Board in writing and the Academy Board shall amend the Articles of Incorporation to make them consistent with the Contract. If the change is requested by the University, the University shall reimburse the Academy for the filing fees payable to the Michigan Department of Labor and Economic Growth.

Section 9.3. Process for Amending Academy Bylaws. The Academy Board shall submit proposed Bylaw changes to the Charter Schools Office, for review and comment, at least thirty (30) days prior to Academy Board adoption. The Academy's Bylaws, and any subsequent or proposed changes to the Academy's Bylaws, shall not violate or conflict with the Contract. If at any time the University identifies a provision in the Academy Board's Bylaws that violates or conflicts with Applicable Law or this Contract, the Academy Board's Bylaws shall be automatically void and the Academy Board shall amend the identified provision to be consistent with Applicable Law and the Contract. The amendment shall be automatically incorporated into Schedule 3 of the Contract upon receipt by the University Charter Schools Office of a duly authorized Academy Board Bylaw change made in accordance with this Section 9.3.

Section 9.4. Change in Existing Law. If, after the effective date of this Contract, there is a change in Applicable Law, which alters or amends the responsibilities and obligations of either the Academy or the University Board, this Contract shall be altered or amended to reflect the change in existing laws as of the effective date of such change. To the extent possible, the responsibilities and obligations of the Academy and the University Board shall conform to and be carried out in accordance with the change in Applicable Law.

ARTICLE X

TERMINATION, SUSPENSION AND REVOCATION

Section 10.1. Grounds and Procedures for Academy Termination of Contract. At anytime and for any reason, the Academy Board may terminate this Contract. The Academy Board shall notify the CSO Director in writing of the request for the termination of the Contract

not less than ten (10) calendar months in advance of the effective date of termination. The University Board, in its sole discretion, may waive the ten (10) month requirement. A copy of the Academy Board's resolution approving the Contract termination, including a summary of the reasons for terminating the Contract, shall be included with the written termination request.

Section 10.2. Termination by University Board. The University Board may terminate this Contract before the end of the Contract Term as follows:

(a) Termination Without Cause. Except as otherwise provided in subsections (b), (c) or (d), the University Board, in its sole discretion, reserves the right to terminate this Contract before the end of the Contract Term for any reason provided that such termination shall not take place less than ten (10) calendar months from the date of the University Board's resolution approving such termination. The Charter Schools Office shall provide notice of the termination to the Academy. If during the period between the University Board's action to terminate and the effective date of termination, the Academy has violated the Contract or Applicable Law, the University Board may elect to initiate suspension or revocation of the Contract as set forth in this Article X.

(b) Termination Caused by Change in Applicable Law. Following issuance of this Contract, if there is a change in Applicable Law that the University Board, in its sole discretion, determines impairs its rights and obligations under the Contract or requires the University Board to make changes in the Contract that are not in the best interest of the University Board or the University, then the University Board may terminate the Contract at the end of the Academy's school fiscal year in which the University Board's decision to terminate is adopted. For purposes of this section, a change in Applicable Law includes without limitation the following:

(i) the issuance of an order by the Superintendent of Public Instruction, pursuant to Section 1280c of the Code, placing the Academy under the supervision of the State School Reform/Redesign Officer; or

(ii) the development of, or changes to, a redesign plan by the Academy pursuant to Section 1280c of the Code.

(c) Automatic Termination Caused By Placement of Academy in State School Reform / Redesign School District. If the Academy is notified by the State that the Academy will be placed in the State School Reform/Redesign School District pursuant to Section 1280c of the Code, then the University Board may terminate this Contract at the end of the current school year.

(d) Automatic Termination For Failure to Satisfy Requirements During the Initial Term of Contract. If the Academy fails to satisfy the requirements set forth in Section 12.14 during the initial term of Contract, then this Contract shall automatically terminate on the date set forth in Section 12.14.

The revocation procedures in Section 10.6 shall not apply to a termination of this Contract under this section.

Section 10.3. Contract Suspension. The University Board's process for suspending the Contract is as follows:

- a) University President Action. If the University President determines, in his or her sole discretion, that conditions or circumstances exist that the Academy Board (i) has placed the health or safety of the staff and/or students at risk; (ii) is not properly exercising its fiduciary obligations to protect and preserve the Academy's public funds and property; (iii) has lost its right to occupancy of the physical facilities described in Section 6.11, and cannot find another suitable physical facility for the Academy prior to the expiration or termination of its right to occupy its existing physical facilities; or (iv) has willfully or intentionally violated this Contract or Applicable Law, the University President may immediately suspend the Contract. If the conditions or circumstances involve an alleged violation of Sections 10.5(e) or (f), the University President is authorized to suspend the Contract immediately pending completion of the procedures set forth in Section 10.6. Unless otherwise specified in the suspension notice, the Academy shall cease operations on the date on which the suspension notice is issued. A copy of the suspension notice, setting forth the grounds for suspension, shall be sent to the Academy Board and to the Hearing Panel if applicable. If this subsection is implemented, the notice and hearing procedures set forth in Section 10.6 shall be expedited as much as possible.
- b) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a decision by the University President to suspend the Contract may be retained by the University Board for the Academy until the Contract is reinstated, or shall be returned to the Michigan Department of Treasury.
- c) Immediate Revocation Proceeding. If the Academy Board, after receiving a Suspension Notice from the University President continues to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may immediately convene a Revocation Hearing in accordance with the procedures set forth in Section 10.6(e) of the Terms and Conditions. The Hearing Panel has the authority to accelerate the time line for revoking the Contract, provided that notice of the revocation hearing shall be provided to the University Charter Schools Office and the Academy Board at least five (5) days before the hearing. If the Hearing Panel determines that the Academy Board has continued to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may recommend revocation of the Contract. The University Board shall proceed to consider the Hearing Panel's recommendation in accordance with Section 10.6(f) through (i).

Section 10.4 Statutory Grounds for Revocation. In addition to the grounds for an automatic revocation of the Contract as set forth in Section 10.7, this Contract may also be revoked by the University Board upon a determination by the University Board, pursuant to the procedures set forth in Section 10.6, that one or more of the following has occurred:

- a) Failure of the Academy to demonstrate improved pupil academic achievement for all groups of pupils or meet the educational goals set forth in this Contract;

- b) Failure of the Academy to comply with all Applicable Law;
- c) Failure of the Academy to meet generally accepted public sector accounting principles and demonstrate sound fiscal stewardship; or
- d) The existence of one or more other grounds for revocation as specified in this Contract.

Section 10.5. Other Grounds for University Board Revocation. In addition to the statutory grounds for revocation set forth in Section 10.4 and the grounds for an automatic revocation of the Contract set forth in Section 10.7, the University Board may revoke this Contract, pursuant to the procedures set forth in Section 10.6, upon a determination that one or more of the following has occurred:

- a) The Academy is insolvent, has been adjudged bankrupt, or has operated for one or more school fiscal year(s) with a Fund Balance Deficit;
- b) The Academy has insufficient enrollment to successfully operate the Academy, or the Academy has lost more than twenty-five percent (25%) of its student enrollment from the previous school year;
- c) The Academy defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract;
- d) The Academy files amendments to its Articles of Incorporation with the Michigan Department of Labor and Economic Growth, Bureau of Commercial Services, without first obtaining University Board approval;
- e) The University Board discovers grossly negligent, fraudulent or criminal conduct by the Applicant, the Academy's directors, officers, employees or agents in relation to their performance under this Contract;
- f) The Applicant, the Academy's directors, officers or employees have provided false or misleading information or documentation to the University Board in connection with the University Board's approval of the Application, the issuance of this Contract, or the Academy's reporting requirements under this Contract or Applicable Law;
- g) The Academy violates the site restrictions set forth in the Contract or the Academy operates at a site or sites without the prior written authorization of the University Board; or
- h) The University Board, its trustees, officers, employees, agents or representatives are not included as third party beneficiaries under any educational management agreement entered into by the Academy for purposes of indemnifying such parties in accordance with Section 11.11 of the Terms and Conditions.

Section 10.6. University Board Procedures for Revoking Contract. Except for the automatic revocation process set forth in Section 10.7 or the termination of Contract by the University Board in Section 10.2, the University Board's process for revoking the Contract is as follows:

- a) Notice of Intent to Revoke. The CSO Director or other University representative, upon reasonable belief that such grounds for revocation of the Contract exist, shall notify the Academy Board of such grounds by issuing the Academy Board a Notice of Intent to Revoke for non-compliance with the Contract or Applicable Law. The Notice of Intent to Revoke shall be in writing and shall set forth in sufficient detail the alleged grounds for revocation.
- b) Academy Board's Response. Within thirty (30) days of receipt of the Notice of Intent to Revoke, the Academy Board shall respond in writing to the alleged grounds for revocation. The Academy Board's response shall be addressed to the CSO Director, and shall either admit or deny the allegations of non-compliance. If the Academy's response includes admissions of non-compliance with the Contract or Applicable Law, the Academy Board's response must also contain a description of the Academy Board's plan and time line for correcting the non-compliance with the Contract or Applicable Law. If the Academy's response includes a denial of non-compliance with the Contract or Applicable Law, the Academy's response shall include sufficient documentation or other evidence to support a denial of non-compliance with the Contract or Applicable Law. A response not in compliance with this section shall be deemed to be non-responsive. As part of its response, the Academy Board may request that a meeting be scheduled with the CSO Director prior to a review of the Academy Board's response.
- c) Plan of Correction. Within fifteen (15) days of receipt of the Academy Board's response or after a meeting with Academy Board representatives, whichever is sooner, the CSO Director shall review the Academy Board's response and determine whether a reasonable plan for correcting the deficiencies can be formulated. If the CSO Director determines that a reasonable plan for correcting the deficiencies set forth in the Notice of Intent to Revoke can be formulated, the CSO Director shall develop a plan for correcting the non-compliance ("Plan of Correction"). In developing a Plan of Correction, the CSO Director is permitted to adopt, modify or reject some or all of the Academy Board's response for correcting the deficiencies outlined in the Notice of Intent to Revoke. The Notice of Intent to Revoke shall be withdrawn if the CSO Director determines any of the following: (i) the Academy Board's denial of non-compliance is persuasive; (ii) the non-compliance set forth in the Notice of Intent to Revoke has been corrected by the Academy Board; or (iii) the Academy Board has successfully completed the Plan of Correction. In the event the Notice of Intent to Revoke is withdrawn, the CSO Director shall notify the Academy Board, in writing, of such withdrawal.
- d) Plan of Correction May Include Conditions to Satisfy University Board's Contract Reconstitution Obligation. As part of the Plan of Correction, the CSO Director may reconstitute the Academy in an effort to improve student educational performance

and to avoid interruption of the educational process. An attempt to improve student educational performance may include, but is not limited to, one of the following actions: (i) removal of 1 or more members of the Academy Board members; (ii) termination of at-will board appointments of 1 or more Academy Board members; (iii) withdrawal of the Academy's authorization to contract with an ESP; or (iv) the appointment of a new Academy Board of directors or a conservator/trustee to take over operations of the Academy. The University Charter Schools Office shall notify the Superintendent of Public Instruction of any Plan of Correction that includes a reconstitution of the Academy to ensure that the Academy is not included on the list of school buildings subject to automatic closure under section 1280c of the Code.

- e) Request for Revocation Hearing. The CSO Director or other University representative may initiate a revocation hearing before the University Charter Schools Hearing Panel if the CSO Director determines that any of the following has occurred:
- i) the Academy Board has failed to timely respond to the Notice of Intent to Revoke as set forth in Section 10.6(b);
 - ii) the Academy Board's response to the Notice of Intent to Revoke is non-responsive;
 - iii) the Academy Board's response admits violations of the Contract or Applicable Law which the CSO Director deems cannot be remedied or cannot be remedied in an appropriate period of time, or for which the CSO Director determines that a Plan of Correction cannot be formulated;
 - iv) the Academy Board's response contains denials that are not supported by sufficient documentation or other evidence showing compliance with the Contract or Applicable Law;
 - v) the Academy Board has not complied with part or all of a Plan of Correction established in Section 10.6(c);
 - vi) the Academy Board has engaged in actions that jeopardize the financial or educational integrity of the Academy; or
 - vii) the Academy Board has been issued multiple or repeated Notices of Intent to Revoke.

The CSO Director or other University representative shall send a copy of the Request for Revocation Hearing to the Academy Board at the same time the request is sent to the Hearing Panel. The Request for Revocation Hearing shall identify the reasons for revoking the Contract.

- f) Hearing before University Charter Schools Hearing Panel. Within thirty (30) days of the date of a Request for Revocation Hearing, the Hearing Panel shall convene a revocation hearing. The Hearing Panel shall provide a copy of the Notice of Hearing to the University Charter Schools Office and the Academy Board at least ten (10) days before the hearing. The purpose of the Hearing Panel is to gather facts surrounding the CSO Director's request for Contract revocation, and to make a recommendation to the University Board on whether the Contract should be revoked. The revocation hearing shall be held at a location, date and time as determined by the CSO Director or other University Representative. The hearing shall be transcribed by

a court reporter and the cost of the court reporter shall be divided equally between the University and the Academy. The CSO Director or his or her designee, and the Academy Board or its designee, shall each have equal time to make their presentation to the Hearing Panel. Although each party is permitted to submit affidavits and exhibits in support of their positions, the Hearing Panel will not hear testimony from any witnesses for either side. The Hearing Panel, may, however, question the CSO Director and one or more members of the Academy Board. Within thirty (30) days of the Revocation Hearing, the Hearing Panel shall make a recommendation to the University Board concerning the revocation of the Contract. In its discretion, the Hearing Panel may extend any time deadline set forth in this subsection. A copy of the Hearing Panel's recommendation shall be provided to the University Charter Schools Office and the Academy Board at the same time that the recommendation is sent to the University Board.

- g) University Board Decision. If the Hearing Panel's recommendation is submitted to the University Board at least fourteen (14) days before the University Board's next regular meeting, the University Board shall consider the Hearing Panel's recommendation at its next regular meeting and vote on whether to revoke the Contract. The University Board reserves the right to modify, reject or approve all or any part of the Hearing Panel's recommendation. The University Board shall have available copies of the Hearing Panel's recommendation and the transcript of the hearing. The University Board may waive the fourteen (14) day submission requirement or hold a special board meeting to consider the Hearing Panel's recommendation. A copy of the University Board's decision shall be provided to the University Charter Schools Office, the Academy Board and the Michigan Department of Education.
- h) Effective Date of Revocation. If the University Board votes to revoke the Contract, the revocation shall be effective on the date of the University Board's act of revocation, or at a later date as determined by the University Board, but no later than the last day of the Academy's current academic year.
- i) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the University Board to revoke the Contract, may be held by the University Board and returned to the Michigan Department of Treasury.
- j) Disposition of District Code Number. Notwithstanding any other provision of the Contract, after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the University Board to revoke the Contract, the district code number shall remain under the direction and control of the State Board of Education and/or its designated representative.

Section 10.7. Automatic Revocation by State of Michigan. If the University Board is notified by the Superintendent of Public Instruction that the Academy is subject to closure under Part 6a of the Code ("State's Automatic Closure Notice"), and the Academy is currently not

undergoing a reconstitution as part of a Plan of Correction developed under Section 10.6, then this Contract shall automatically be amended to eliminate the Academy's authority to operate certain age and grade levels at the site or sites identified in the State's Automatic Closure Notice. If the State's Automatic Closure Notice includes all of the Academy's existing sites, then this Contract shall automatically be revoked at the end of the current school year in which the notice is received without any further action of the University Board or the Academy. The University Board's revocation procedures set forth in Section 10.6 do not apply to an automatic revocation initiated by the State.

Following receipt of the State's Automatic Closure Notice, the University Charter Schools Office shall forward a copy of the State's Automatic Closure Notice to the Academy Board and request a meeting with Academy Board representatives to discuss the Academy's plans and procedures for the elimination of certain age or grade levels at the identified site or sites, or if all of the Academy's existing sites are included in the State's Automatic Closure Notice, then wind-up and dissolution of the Academy corporation at the end of the current school year. All Academy inquiries and requests for reconsideration of the State's Automatic Revocation Notice shall be directed to the Superintendent of Public Instruction, in a form and manner determined by that office or the Michigan Department of Education.

Section 10.8. Material Breach of Contract. The issuance of an order by the Superintendent of Public Instruction, pursuant to section 1280C of the Code, placing the Academy under the supervision of the State School Reform/ Redesign Officer, shall constitute a material breach of this Contract. Following the issuance of the order, the University Charter Schools Office shall notify the Academy of the material breach and request a meeting with Academy Board representatives to discuss the matter. To remedy the material breach, the Academy shall work toward the development of a corrective action plan that is acceptable to the University Charter Schools Office. In addition to other matters, the corrective action plan shall include the Academy's redesign plan prepared pursuant to section 1280C of the Code. The development of a corrective action plan under this Section 10.8 shall not in any way limit the rights of the University Board to terminate, suspend, or revoke this Contract.

Section 10.9. Appointment of Conservator/Trustee. Notwithstanding any other provision of the Contract, when the University Board determines that conditions or circumstances exist to lead the University Board to believe that the health, safety, educational or economic interest of the Academy or its students is at risk, the University Board may take immediate action against the Academy pending completion of the procedures described in Sections 10.6. The University Board may appoint a conservator/ trustee to manage the day-to-day operations of the Academy in place of the Academy Board. A conservator/ trustee appointed by the University Board shall have all the powers and authority of the Academy Board under this Contract and Applicable Law. Upon the appointment of a conservator/ trustee, the appointment and term of office for each Academy Board member shall cease. If this section has been implemented and the Hearing Panel under Section 10.6 determines the revocation to be appropriate, the revocation shall become effective immediately upon the University Board's decision.

ARTICLE XI

PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

Section 11.1. Grand Valley State University Faculty Employment in the Academy. Subject to the ability of the Academy to reach separate agreement on the terms, the Academy is permitted to use University faculty as classroom teachers in any grade.

Section 11.2. The Academy Faculty Appointment to Grand Valley State University Faculty. Nothing in this Contract shall prohibit a member of the Academy faculty from being appointed to or serving as a member of the University faculty.

Section 11.3. Student Conduct and Discipline. The Academy Board shall adopt, abide by and enforce its own set of written policies concerning student conduct and student discipline.

Section 11.4. Insurance. The Academy shall secure and maintain in its own name as the “first named insured” at all times the following insurance coverage:

- a) Property insurance covering all of the Academy’s real and personal property, whether owned or leased;
- b) General/Public Liability with a minimum of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate (Occurrence Form);
- c) Auto Liability (Owned and Non-Owned) with a minimum of one million dollars (\$1,000,000) (Occurrence Form);
- d) Workers’ Compensation or Worker’ Compensation without employees (this is considered minimum premium, “if any” insurance) (statutory limits) and Employers’ Liability insurance with a minimum of one million dollars (\$1,000,000);
- e) Errors & Omissions insurance including Directors & Officers and School Leaders Errors & Omissions Liability insurance with a minimum of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate (Claims Made or Occurrence Form);
- f) Crime including employee dishonesty insurance with a minimum of five hundred thousand dollars (\$500,000); and
- g) Employment Practices Liability insurance with a minimum of one million dollars (\$1,000,000) per claim/aggregate (Claims Made or Occurrence Form).
- h) Umbrella with a minimum \$4,000,000 limit and aggregate. Also, an Umbrella policy with an unlimited aggregate is acceptable at a \$2,000,000 limit.

The insurance must be obtained from a licensed mutual, stock, or other responsible company licensed to do business in the State of Michigan. The insurance carrier(s) must be an “A” best rating or better. The Academy may join with other public school academies to obtain

insurance if the Academy finds that such an association provides economic advantages to the Academy, provided that each Academy maintains its identity as first named insured with its own limits, i.e. no sharing of limits.

The Academy shall list the University Board and the University on the insurance policies as an additional insured with primary coverage on insurance coverage listed in (b), (c), (e), and (g) above. The Academy shall have a provision included in all policies requiring notice to the University, at least thirty (30) days in advance, upon termination or non-renewal of the policy or of changes in insurance carrier or policy limit changes. In addition, the Academy shall provide the University President copies of all insurance certificates and endorsements required by this Contract. The Academy shall also provide to the University Charter Schools Office an entire copy of the insurance policies. The Academy may expend funds for payment of the cost of participation in an accident or medical insurance program to insure protection for pupils while attending school or participating in a school program or activity. Other insurance policies and higher minimum may be required depending upon academic offerings and program requirements.

The Academy understands that the University's insurance carrier periodically reviews the types and amounts of insurance coverage that the Academy must secure in order for the University to maintain insurance coverage for authorization and oversight of the Academy. In the event that the University's insurance carrier requests additional changes in coverage identified in this Section 11.4, the Academy agrees to comply with any additional changes in the types and amounts of coverage requested by the University's insurance carrier within thirty (30) days after notice of the insurance coverage change.

Section 11.5. Transportation. The Academy Board may enter into contract with other school districts or other persons, including municipal and county governments, for the transportation of the Academy students to and from school and for field trips. In addition, the Academy Board may use funds received from state school aid payments to pay for student transportation. In the event that the Academy Board contracts for transportation services, the Academy Board shall ensure that the company providing the transportation services is properly licensed in accordance with Applicable Law, and that the company conducts criminal background and history checks on its drivers and other personnel who have direct contact with pupils in accordance with the Code.

Section 11.6. Extracurricular Activities and Interscholastic Sports. The Academy is authorized to join any organization, association, or league, which has as its objective the promotion and regulation of sport and athletic, oratorical, musical, dramatic, creative arts, or other contests by or between pupils.

Section 11.7. Legal Liabilities and Covenants Not to Sue. The Academy and Academy Board members acknowledge and agree that they have no authority to extend the faith and credit of the University or to enter into a contract that would bind the University. The Academy also is limited in its authority to contract by the amount of funds obtained from the state school aid fund, as provided hereunder, or from other independent sources. The Academy and Academy Board members hereby covenant not to sue the University Board, the University or any of its trustees, officers, employees, agents or representatives for any matters that arise under this

Contract or otherwise. The University does not assume any obligation with respect to any Academy Director, employee, agent, parent, guardian, or independent contractor of the Academy, and no such person shall have the right or standing to bring suit against the University Board, the University or any of its Trustees, employees, agents, or independent contractors as a result of the issuing, termination or revocation of this Contract.

Section 11.8. Lease or Deed for Proposed Single Site(s). The Academy shall provide to the designee of the University Board copies of its lease or deed for the premises in which the Academy shall operate. A copy of the Academy's lease or deed and site information shall be incorporated into the Schedules.

Section 11.9. Occupancy and Safety Certificates. The Academy Board shall: (i) ensure that all physical facilities comply with all fire, health and safety standards applicable to schools; and (ii) possess the necessary occupancy and safety certificates. The Academy Board shall not conduct classes at any site until the Academy has complied with this Section 11.9. Copies of these certificates shall be incorporated into the Schedules.

Section 11.10. Deposit of Public Funds by the Academy. The Academy Board agrees to comply with Section 1221 of the Revised School Code, being MCL 380.1221, regarding the deposit of all public or private funds received by the Academy. Such deposit shall be made within three (3) business days after receipt of the funds by the Academy.

Section 11.11. Educational Service Provider Agreements. The Academy may enter into an ESP Agreement with an ESP to contract out its administrative and/or educational functions and personnel. For the purposes of this Contract, an employee leasing agreement shall be considered an ESP Agreement, and an employee leasing company shall be considered an ESP. Prior to entering any ESP Agreement with an ESP, the Academy shall submit a copy of the final draft ESP Agreement to the University charter Schools Office in a form or manner consistent with the ESP policies of the University Charter Schools Office, which are incorporated into and be deemed part of this Contract. The Charter Schools Office may, from time to time during the term of this Contract, amend the ESP policies and the amended policies shall automatically apply to the Academy without any amendment under Article IX of this Contract. The University Charter Schools Office may disapprove the proposed ESP Agreement submitted by the Academy if the ESP Agreement is contrary to this Contract or Applicable Law. Any subsequent amendment to an ESP Agreement shall be submitted for review by the University Charter Schools Office in the same form and manner as a new ESP Agreement.

Section 11.12. Required Provisions for Educational Service Provider Agreements. Any ESP agreement entered into by the Academy must contain the following provisions:

"Indemnification of Grand Valley State University. The parties acknowledge and agree that the Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify and hold harmless Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury,

loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of Grand Valley State University, which arise out of or are in any manner connected with Grand Valley State University Board's approval of the Application, the University Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance by Grand Valley State University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy or the ESP, or which arise out of the failure of the Academy to perform its obligations under the Contract issued to the Academy by Grand Valley State University Board of Trustees. The parties expressly acknowledge and agree that Grand Valley State University and its Board of Trustee members, officers, employees, agents or representatives may commence legal action against either party to enforce its rights as set forth in this Agreement."

"Revocation or Termination of Contract. If the Academy's Contract issued by the Grand Valley State University Board of Trustees is revoked or terminated, this Agreement shall automatically terminate on the same date as the Academy's Contract is revoked or termination without further action of the parties."

"Compliance with Academy's Contract. The ESP agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Academy's Contract issued by Grand Valley State University Board of Trustees. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement."

"Compliance with Section 503c. On an annual basis, the ESP agrees to provide the Academy Board with the same information that a school district is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL 388.1618, for the most recent school fiscal year for which the information is available. Within thirty (30) days of receipt of this information, the Academy Board shall make the information available on the Academy's website home page, in a form and manner prescribed by the Michigan Department of Education. The defined terms in section 503c of the Code, MCL 380.503c, shall have the same meaning in this Agreement."

Section 11.13. Incompatible Public Offices and Conflicts of Interest Statutes. The Academy shall comply with the Incompatible Public Offices statute, Act No. 566 of the Public Acts of 1978, being MCL 15.181 to 15.185 of the Michigan Compiled Laws, and the Contracts of Public Servants With Public Entities statute, Act No. 317 of the Public Acts of 1968, being MCL 15.321 to 15.330 of the Michigan Compiled Laws. The Academy Board shall ensure compliance with Applicable Law relating to conflicts of interest. Notwithstanding any other provision of this Contract, the following shall be deemed a prohibited conflict of interest for purposes of this Contract:

(a) An individual simultaneously serving as an Academy Board member and an owner, officer, director, employee or consultant of an educational service provider or an employee leasing company that has an ESP agreement with the Academy;

(b) An individual simultaneously serving as an Academy Board member and an Academy employee;

(c) An individual simultaneously serving as an Academy Board member and an independent contractor to the Academy;

(d) An individual simultaneously serving as an Academy Board member and as a member of the governing board of another public school; and

(e) An individual simultaneously serving as an Academy Board member and a University employee, official, or consultant, to the University.

Section 11.14. Certain Familial Relationships Prohibited. The Academy Board shall prohibit specifically identified family relationships pursuant to applicable law and the Terms and Conditions of this contract. Notwithstanding any other provision of this Contract, the following shall be deemed prohibited familial relationships for the purposes of this Contract:

(a) No person shall be appointed or reappointed to serve as an Academy Board member if the person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or same-sex domestic partner:

- (i) Is employed by the Academy;
- (ii) Works at or is assigned to the Academy
- (iii) Has an ownership, officer, policy making, managerial, administrative, non-clerical or other significant role with the Academy's ESP or employee leasing company.

Section 11.15. Dual Employment Positions Prohibited. Any person working at the Academy is prohibited by law from being employed at the Academy in more than one full-time position and simultaneously being compensated for each position.

Section 11.16. Oath of Public Office. Academy Board members are public officials. Before entering upon the duties of a public school board member, each Academy Board member shall take, sign, and file the constitutional oath of office with the Charter Schools Office.

Section 11.17. Information Available to the Public and University.

(a) Information to be provided by the Academy. In accordance with Applicable Law, the Academy shall make information concerning its operation and management, including without limitation information in Schedule 6, available to the public and University in the same manner and to the same extent as is required for public schools and school districts.

(b) Information to be provided by Educational Service Providers. The agreement between the Academy and the ESP shall contain a provision requiring the ESP to make information concerning the operation and management of the Academy, including the information in Schedule 6, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under subparagraph (a).

Section 11.18. University Board Invitation to Apply to Convert Academy to School of Excellence. If the University Board is interested in accepting applications to issue contracts to charter Schools of Excellence under Part 6e of the Code, MCL 380.551 et seq. ("Part 6e"), and the University Board determines that the Academy meets the University Board's and the Code's eligibility criteria for applying to convert the Academy to a School of Excellence, then the University Board may invite the Academy to submit an application to apply for a contract to convert the Academy to a School of Excellence. In accordance with the Code, the University Board shall establish its own competitive application process and provide the necessary forms and procedures to eligible public school academies.

ARTICLE XII

GENERAL TERMS

Section 12.1. Notices. Any and all notices permitted or required to be given hereunder shall be deemed duly given; (i) upon actual delivery, if delivery by hand; or (ii) upon delivery into United States mail if delivery is by postage paid first class mail. Each such notice shall be sent to the respective party at the address indicated below or to any other person or address as the respective party may designate by notice delivered pursuant hereto:

If to Grand Valley State University Board of Trustees:

Charter Schools Office Director
Grand Valley State University
201 Front Avenue, SW., Suite 310
Grand Rapids, Michigan 49504

If to Academy: Covenant House Academy Detroit
Board President
2959 Martin Luther King Jr. Blvd.
Detroit, MI 48208

Section 12.2. Severability. If any provision in this Contract is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Contract. If any provision of this Contract shall be or become in violation of Applicable Law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.

Section 12.3. Successors and Assigns. The terms and provisions of this Contract are binding on and shall inure to the benefit of the parties and their respective successors and permitted assigns.

Section 12.4. Entire Contract. This Contract sets forth the entire agreement between the University Board and the Academy with respect to the subject matter of this Contract. All prior application materials, contracts, representations, statements, negotiations, understandings, and undertakings, are superseded by this Contract.

Section 12.5. Assignment. This Contract is not assignable by either party.

Section 12.6. Non-Waiver. Except as provided herein, no term or provision of this Contract shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default.

Section 12.7. Indemnification. As a condition to receiving a grant of authority from the University Board to operate a public school pursuant to the terms and conditions of this Contract, the Academy agrees to indemnify and hold the University Board, the University and its Board of Trustees members, officers, employees, agents or representatives harmless from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of the University, which arise out of or are in any manner connected with the University Board's receipt, consideration or approval of the Application, the University Board's approval of the Method of Selection Resolution or the Authorizing Resolution, legal challenges to the validity of Part 6a of the Code or actions taken by the University Board as an authorizing body under Part 6a of the Code, the University Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance of the University Board, the University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy, or which arise out of the failure of the Academy to perform its obligations under this Contract. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Governmental Liability for Negligence Act, being Act No. 170, Public Acts of Michigan, 1964.

Section 12.8. Construction. This Contract shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared the Contract.

Section 12.9. Force Majeure. If any circumstances occur which are beyond the control of the parties, which delay or render impossible the obligations of one or both of the parties, the parties' obligations to perform such services shall be postponed for an equivalent period of time or shall be canceled, if such performance has been rendered impossible by such circumstances.

Section 12.10. No Third Party Rights. This Contract is made for the sole benefit of the Academy and the University Board and no other person or entity, including without limitation, the ESP. Except as otherwise provided, nothing in this Contract shall create or be deemed to create a relationship between the parties hereto, or either of them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

Section 12.11. Non-agency. It is understood that the Academy is not the agent of the University.

Section 12.12. Governing Law. This Contract shall be governed and controlled by the laws of the State of Michigan as to interpretation, enforcement, validity, construction, and effect, and in all other respects.

Section 12.13. Counterparts. This Contract may be executed in any number of counterparts. Each counterpart so executed shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

Section 12.14. Term of Contract.

(a) Initial Term of Contract. Except as otherwise provided in Section 12.14 (b) set forth below, this Contract shall commence on July 1, 2013 and shall remain in full force and effect for seven (7) years until June 30, 2020, unless sooner terminated according to the terms hereof.

(b) Termination of Contract During Initial Term of Contract. Consistent with the procedures set forth in this Section 12.14(b), this Contract will terminate on June 30, 2020 if the Academy fails to satisfy all of the following conditions:

- (i) The Academy shall provide to the Charter Schools Office Director a copy of the Academy's agreements with any Educational Service Provider. The terms and conditions of the agreements must be acceptable to the University President.
- (ii) The Academy shall provide to the Charter Schools Office Director a copy of the Academy's real property leases, sublease or other agreements set forth in the Schedules.
- (iii) The Academy, through legal counsel, shall provide a legal opinion to the Charter Schools Office Director confirming that the Academy Board's approval and execution of any real property lease or other agreement with Educational Service Providers complies with the Contracts of Public Servants with Public Entities statute, MCL 15.321 et seq.
- (iv) The Academy shall provide to the Charter Schools Office Director, if applicable, a copy of an AHERA asbestos plan and lead based paint survey for the site or sites set forth in the Schedules.
- (v) The Academy shall provide to the Charter Schools Office Director, if applicable, a copy of a current boiler inspection/ approval for the site or sites set forth in the Schedules.
- (vi) The Academy shall provide documentation to the Charter Schools Office Director confirming that the Academy has received occupancy approval from the Michigan Department of Consumer and Industry Services' Office of Fire Safety for the site or sites set forth in the Schedules.

- (vii) The Academy shall provide documentation to the Charter Schools Office Director that it has obtained a short-term cash flow loan to cover the initial cost of operations for the initial academic year. The Academy shall comply with section 1225 of the Revised School Code and the Revised Municipal Finance Act with respect to approving and obtain such funds.
- (viii) Any additional financial information or documentation requested by the University President.
- (ix) If the Academy, for any reason, is unable to enroll students and conduct classes by October 1, 2013, then this Contract is automatically terminated without further action of the parties

The Academy shall notify the Charter Schools Office in writing following completion of the conditions set forth in this Section 12.14(b). For good cause, the Charter Schools Office Director may extend the deadlines set forth above. If the Charter Schools Office Director determines that the Academy has not satisfied the conditions set forth in this Section 12.14(b), the Charter Schools Office Director shall issue a Contract termination letter to the Academy for failing to meet certain conditions set forth in this Section 12.14(b). The issuance of the termination letter by the Charter Schools Office Director shall automatically terminate this Contract without any further action by either the University Board or the Academy Board. Upon issuance of the termination letter, the Charter Schools Office Director shall notify the Superintendent of Public Instruction and the Michigan Department of Education that the Contract has been terminated.

(c) Extended Term of Contract. If the Academy satisfies the conditions set forth above in Section 12.14(b), the Academy will be eligible for consideration of a new contract term.

Section 12.15. Survival of Provisions. The terms, provisions, and representations contained in Section 11.4, Section 11.17, Section 11.12, and Section 12.7, and any other provision of this Contract that by their sense and context are intended to survive termination of this Contract shall survive.

Section 12.16. Termination of Responsibilities. Upon termination or revocation of this Contract, the University Board and its designees shall have no further obligations or responsibilities under this Contract to the Academy or any other person or persons in connection with this Contract.

Section 12.17. Disposition of Academy Assets Upon Termination or Revocation of Contract. Following termination or revocation of the Contract, the Academy shall follow the applicable wind-up and dissolution provisions set forth in the Academy's articles of incorporation and in accordance with Applicable Law.

[INTENTIONALLY LEFT BLANK]

As the designated representative of the Grand Valley State University Board of Trustees, I hereby issue this Contract to the Academy on the date set forth above.

GRAND VALLEY STATE UNIVERSITY
BOARD OF TRUSTEES

By: 
University President or his/her designee

As the authorized representative of the Academy, I hereby certify that the Academy is able to comply with the Contract and all Applicable Law, and that the Academy, through its governing board, has approved and agreed to comply with and be bound by the terms and conditions of this Contract.

COVENANT HOUSE ACADEMY DETROIT

By: 
Academy Board Designee

SCHEDULE 1

**METHOD OF SELECTION RESOLUTION
AUTHORIZING RESOLUTION**



CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF
GRAND VALLEY STATE UNIVERSITY ON APRIL 29, 2013:

Authorization of Covenant House Academy Detroit 6a Contract

WHEREAS, the Michigan Legislature has provided for the establishment of public school academies as part of the Michigan public school system by enacting Act No. 362 of the Public Acts of 1993; and

WHEREAS, according to this legislation, the Grand Valley State University Board of Trustees (the "Board of Trustees"), as the governing body of a state public university, is an authorizing body empowered to issue contracts to organize and operate public school academies; and

WHEREAS, the Michigan Legislature has mandated that public school academy contracts be issued on a competitive basis taking into consideration the resources available for the proposed public school academy, the population to be served by the proposed public school academy, and the educational goals to be achieved by the proposed public school academy; and

WHEREAS, the Grand Valley State University Board of Trustees, having requested applications for organizing public school academies and having reviewed the applications according to the provisions set forth by the Michigan Legislature;

NOW, THEREFORE, BE IT RESOLVED:

1. That the application for Covenant House Academy Detroit ("Academy"), main site located at 2959 Martin Luther King Jr. Blvd., Detroit, MI 48208; additional sites located at 7600 Goethe, Detroit, MI 48214 and 1450 25th Street, Detroit, MI 48216, submitted under Section 502 of the Revised School Code, meets the Board of Trustees' requirements and the requirements of applicable law, is therefore approved;
2. That the Board of Trustees establishes the method of selection, length of term and number of members of the Academy's Board of Directors as follows:

Method of Selection and Appointment of Academy Board Members:

- a. Initial Academy Board Member Nominations and Appointments: As part of the public school academy application, the public school academy applicant shall propose to the Director of the University Charter Schools Office ("Director"), the names of proposed individuals to serve on the initial board of directors of the proposed public school academy. When the Director recommends an initial contract for approval to the Board of Trustees, he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the public school academy applicant. To be considered for appointment, the nominees must have completed the required board member candidate application materials, including at least (i) the Academy Board Member Questionnaire prescribed by the University Charter Schools Office; and (ii) the Criminal Background Check Report prescribed by the University Charter Schools Office.
- b. Subsequent Academy Board Member Nominations and Appointments: Except as provided in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board of Director positions. As part of the appointment process, the Academy Board may submit to the Director: (i) the name of the nominee; (ii) the board member candidate application materials identified in paragraph (a) above; and (iii) a copy of the Academy Board nominating resolution. The Director may or may not recommend the proposed nominee submitted by the Academy Board. If the Director does not recommend a nominee submitted by the Academy Board, the Director shall select a nominee and forward that recommendation to the Board of Trustees for appointment. The Board of Trustees shall have the sole and exclusive right to appoint members to the Academy Board.
- c. Exigent Appointments: When the Director determines an "exigent condition" exists which requires him/her to make an appointment to a public school academy's board of directors, the Director, with University President approval, may immediately appoint a person to serve as a public school academy board member for the time specified, but

not longer than the next meeting held by the Board of Trustees when a regular appointment may be made by the Board of Trustees. The Director shall make the appointment in writing and notify the public school academy's board of directors of the appointment. Exigent conditions include, but are not limited to when an Academy Board seat is vacant, when a Academy Board cannot reach a quorum, when the Board of Trustees determines that an Academy Board member's service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.

3. Qualifications of Academy Board Members: To be qualified to serve on the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the GVSU Charter Schools Office including, but not limited to, a GVSU Academy Board Member Questionnaire and a release for criminal history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of GVSU or be a member of the Board of Trustees.
4. Oath /Acceptance of Office / Voting Rights: Following appointment by the Board of Trustees, Academy Board Appointees may begin their legal duties, including the right to vote, after they have signed an Acceptance of Public Office form and taken the Oath or Affirmation of Public Office administered by a member of the Academy Board, other public official or notary public.
5. Length of Term; Removal: An appointed Academy Board member is an "at will" board member who shall serve at the pleasure of the Board of Trustees for a term of office not to exceed three (3) years. Regardless of the length of term, terms shall end on June 30 of the final year of service, unless shorter due to other provisions of this resolution. A person appointed to serve as an Academy Board member may be reappointed to serve additional terms. When an Academy Board member is appointed to complete the term of service of another Academy Board member, their service ends at the end of the previous Academy Board member's term.

If the Board of Trustees determines that an Academy Board member's service in office is no longer required, then the Board of Trustees may remove an Academy board member with or without

cause and shall specify the date when the Academy Board member's service ends. An Academy Board member may be removed from office by a two-thirds (2/3) vote of the Academy's Board for cause.

6. Resignations: A member of the Academy Board may resign from office by submitting a written resignation or by notifying the Director. The resignation is effective upon receipt by the Director, unless a later date is specified in the resignation. A written notice of resignation is not required. If no such written notification is provided, then the Director shall confirm a resignation in writing. The resignation shall be effective upon the date the Director sends confirmation to the resigning Academy Board member.
7. Vacancy: An Academy Board position shall be considered vacant when an Academy Board member:
 - a. Resigns
 - b. Dies
 - c. Is removed from Office
 - d. Is convicted of a felony
 - e. Ceases to be qualified
 - f. Is incapacitated
8. Filling a Vacancy: The Academy Board may nominate and the Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the "Subsequent Appointments" and "Exigent Appointments" procedures in this resolution.
9. Number of Academy Board Member Positions: The number of member positions of the Academy Board of Directors shall be five (5), seven (7) or nine (9), as determined from time to time by the Academy Board.
10. Quorum: In order to legally transact business the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A "quorum" shall be defined as follows:

# of Academy Board positions	# required for Quorum
Five (5)	Three (3)
Seven (7)	Four (4)
Nine (9)	Five (5)
11. Manner of Acting: The Academy Board shall be considered to have "acted," when a duly called meeting of the Academy Board

has a quorum present and the number of board members voting in favor of an action is as follows:

# of Academy Board positions	# for Quorum	# required to act
Five (5)	Three (3)	Three (3)
Seven (7)	Four (4)	Four (4)
Nine (9)	Five (5)	Five (5)


12. Initial Members of the Board of Directors: The Grand Valley State University Board of Trustees appoints the following persons to serve as the initial members of the Academy's Board of Directors for the designated term of office set forth below:

Caroline E. Solomon-Chambers	1 year term expiring June 20, 2014
Mary E. Downey	1 year term expiring June 30, 2014
Larry Givens	1 year term expiring June 30, 2014
Jeffrey Guella	2 year term expiring June 30, 2015
Leila M. Kello	2 year term expiring June 30, 2015
Jean-Claude Lewis	2 year term expiring June 30, 2015
Thomas J. Lynch	3 year term expiring June 30, 2016
Shannon N. McCuiston	3 year term expiring June 30, 2016
Christine M. Surdock	3 year term expiring June 30, 2016

13. The Board of Trustees approves and authorizes the execution of a contract to charter a public school academy to the Academy and authorizes the University President or designee to issue a contract to charter a public school academy and related documents ("Contract") to the Academy, provided that, before execution of the Contract, the University President or designee affirms that all terms of the contract have been agreed upon and the Academy is able to comply with all terms and conditions of the Contract and Applicable Law. This resolution shall be incorporated in and made part of the Contract.
14. Within ten days after the Board of Trustees issues the Contract, the Director will submit the Contract to the Michigan Department of Education. Pursuant to the State School Aid Act of 1979, the Michigan Department of Education shall, within thirty days after the Contract is submitted to the Michigan Department of Education, issue a district code number to each public school academy that is authorized under the Revised School Code and is eligible to receive funding under the State School Aid Act. By approving and issuing the Contract, the Board of Trustees is not responsible for the Michigan Department of Education's issuance or non-issuance of a district code number. As a condition

precedent to the Board of Trustees' issuance of the Contract, the Applicant, the Academy and the Academy's Board of Directors shall acknowledge and agree that the Board of Trustees, Grand Valley State University, its officers, employees and agents are not responsible for any action taken by the Academy in reliance upon the Michigan Department of Education's issuance of a district code number to the Academy, or for any Michigan Department of Education's decision resulting in the non-issuance of a district code number to the Academy.

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 6th day of May 2013.



Teri L. Losey, Secretary
Board of Trustees
Grand Valley State University

SCHEDULE 2

ARTICLES OF INCORPORATION

**MICHIGAN DEPARTMENT OF ENERGY, LABOR & ECONOMIC GROWTH
BUREAU OF COMMERCIAL SERVICES**

Date Received

(FOR BUREAU USE ONLY)

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

Name

Seymour M. Nayer

Address

38505 Woodward Suite 2000

City

Bloomfield Hills

State

MI

Zip Code

48304

EFFECTIVE DATE:

Document will be returned to the name and address you enter above.

If left blank, document will be mailed to the registered office.

RESTATED ARTICLES OF INCORPORATION

For use by Domestic Nonprofit Corporations

(Please read information and instructions on the last page)

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Restated Articles:

1. The present name of the corporation is:

Covenant House Academy Central

2. The identification number assigned by the Bureau is:

788536

3. All former names of the corporation are:

Covenant House Life Skills Center Central

4. The date of filing the original Articles of Incorporation was: July 6, 2005

The following Restated Articles of Incorporation supersede the Articles of Incorporation as amended and shall be the Articles of Incorporation for the corporation:

ARTICLE I

The name of the corporation is:

The name of the corporation is Covenant House Academy Detroit. The authorizing body for the corporation is: Grand Valley State University ("GVSU") Board of Trustees, ("Board of Trustees"), 1 Campus Drive, Allendale, Michigan 49401.

ARTICLE II

The purpose or purposes for which the corporation is organized are:

See Restated Articles of Incorporation Continued – Article II.

ARTICLE III

1. The corporation is organized upon a nonstock basis.
(stock or nonstock)
2. If organized on a stock basis, the aggregate number of shares which the corporation has authority to issue is _____. If the shares are, or are to be, divided into classes, the designation of each class, the number of shares in each class, and the relative rights, preferences, and limitations of the shares of each class are as follows:
3. If organized on a nonstock basis, the description and value of its real property assets are: (if none, insert "none")

None.

and the description and value of its personal property assets are: (if none, insert "none")

Office equipment and furniture: \$25,000

(The valuation of the above assets was as of July 1st, 2013)

The corporation is to be financed under the following general plan:

- a. State school aid payments received pursuant to the State School Aid Act of 1979 or any successor law.
- b. Federal funds.
- c. Donations
- d. Fees and charges permitted to be charged by public school academies.
- e. Other funds lawfully received.

The corporation is organized on a Directorship basis.
(membership or directorship)

ARTICLE IV

1. The name of the resident agent is: Seymour M. Nayer
2. The address of the registered office is:
38505 Woodward, Suite 2000 Bloomfield Hills, Michigan 48304
(Street Address) (City) (ZIP Code)
3. The mailing address of the registered office, if different than above:
_____, Michigan _____
(Street Address or P.O. Box) (City) (ZIP Code)

ARTICLE V (Additional provisions, if any, may be inserted here; attach additional pages if needed.)

See Restated Articles of Incorporation Continued – Articles V through XIV

5. COMPLETE SECTION (a) IF THE RESTATED ARTICLES DO NOT FURTHER AMEND THE ARTICLES OF INCORPORATION; OTHERWISE, COMPLETE SECTION (b).

- a. ☐ These Restated Articles of Incorporation were duly adopted on the _____ day of _____, _____, in accordance with the provisions of Section 642 of the Act by the Board of Directors without a vote of the members or shareholders. These Restated Articles of Incorporation only restate and **integrate and do not further amend** the provisions of the Articles of Incorporation as heretofore amended and there is no material discrepancy between those provisions and the provisions of these Restated Articles.

Signed this _____ day of _____, _____

By _____
(Signature of Authorized Officer or Agent)

(Type or Print Name)

- b. ☐ These Restated Articles of Incorporation were duly adopted on the _____ 11th _____ day of _____ June _____, 2013 in accordance with the provisions of Section 642 of the Act. These Restated Articles of Incorporation restate, integrate, and **do further amend** the provisions of the Articles of Incorporation, and: (Check one of the following)

- ☒ were duly adopted by the shareholders, the members, or the directors (if organized on a nonstock directorship basis). The necessary number of votes were cast in favor of these Restated Articles of Incorporation.
- ☐ were duly adopted by the written consent of **all** the shareholders or members entitled to vote in accordance with Section 407(3) of the Act.
- ☐ were duly adopted by the written consent of **all** the directors pursuant to Section 525 of the Act as the corporation is organized on a directorship basis.
- ☐ were duly adopted by the written consent of the shareholders or members having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act. Written notice to shareholders or members who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders or members is permitted only if such provision appears in the Articles of Incorporation)

Signed this 11th day of June, 2013

By Caroline Chambers
(Signature of President, Vice-President, Chairperson or Vice-Chairperson)

Caroline Chambers Vice President
(Type or Print Name) (Type or Print Title)

Preparer's Name Seymour M. NayerBusiness telephone number (248) 901-4012**INFORMATION AND INSTRUCTIONS**

1. The Articles of Incorporation cannot be restated until this form, or a comparable document, is submitted.
2. Submit one original of this document. Upon filing, the document will be added to the records of the Bureau of Commercial Services. The original will be returned to your registered office address, unless you enter a different address in the box on the front of this document.

Since this document will be maintained on electronic format, it is important that the filing be legible. Documents with poor black and white contrast, or otherwise illegible, will be rejected.
3. This document is to be used pursuant to the provisions of Act 162, P.A. of 1982 for the purpose of restating the Articles of Incorporation of a domestic nonprofit corporation. Restated Articles of Incorporation are an integration into a single instrument of the current provisions of the corporation's Articles of Incorporation, along with any desired amendments to those articles.
4. Item 2 - Enter the identification number previously assigned by the Bureau. If this number is unknown, leave it blank.
5. Item 5 - Restated Articles of Incorporation which do not amend the Articles of Incorporation may be adopted by the Board of Directors without a vote of the shareholders by completing Item 5(a). Restated Articles of Incorporation which amend the Articles of Incorporation require adoption by the shareholders, by the members, or by the Board of Directors if organized on a nonstock directorship basis by completing Item 5(b). A nonprofit corporation organized on a nonstock directorship basis as authorized by Section 302 of the Act may or may not have members, but if it does, the members are not entitled to vote.
6. This document is effective on the date endorsed "filed" by the Bureau. A later effective date, no more than 90 days after the date of delivery, may be stated.
7. This document must be signed by: (COMPLETE Item 5(a) or 5(b), BUT NOT BOTH)
Item 5(a): must be signed in ink by an authorized officer or agent.
Item 5(b): must be signed in ink by the president, vice-president, chairperson or vice-chairperson of the corporation.
8. **NONREFUNDABLE FEE:** Make remittance payable to the State of Michigan. Include corporation name and identification number on check or money order. **\$10.00**

Submit with check or money order by mail:

Michigan Department of Energy, Labor & Economic Growth
Bureau of Commercial Services
Corporation Division
P.O. Box 30054
Lansing, MI 48909

To submit in person:

2501 Woodlake Circle
Okemos, MI
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RESTATED ARTICLES OF INCORPORATION OF COVENANT HOUSE ACADEMY DETROIT CONTINUED

ARTICLE II

The purposes for which the corporation is organized are:

1. Specifically, the corporation is organized for the purposes of operating as a public school academy in the State of Michigan pursuant to Part 6A of the Code, being Sections 380.501 to 380.507 of the Michigan Compiled Laws.
2. The corporation, including all activities incident to its purposes, shall at all times be conducted so as to be a governmental entity pursuant to Section 115 of the United States Internal Revenue Code ("IRC") or any successor law. Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activity not permitted to be carried on by a governmental instrumentality exempt from federal income tax under Section 115 of the IRC or by a nonprofit corporation organized under the laws of the State of Michigan and subject to a Contract authorized under the Code.

ARTICLE V

The corporation is a governmental entity.

ARTICLE VI

Before execution of a contract to charter a public school academy between the Academy Board and the Board of Trustees, the method of selection, length of term, and the number of members of the Academy Board shall be approved by a resolution of the Board of Trustees as required by the Code.

The members of the Academy Board shall be selected by the following method:

1. Method of Selection and Appointment of Academy Board Members:
 - a. Initial Academy Board Member Nominations and Appointments: As part of the public school academy application, the public school academy applicant shall propose to the Director of the University Charter Schools Office ("Director"), the names of proposed individuals to serve on the initial board of directors of the proposed public school academy. When the Director recommends an initial contract for approval to the Board of Trustees, he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the public school academy applicant. To be considered for appointment, the nominees must have completed the required board member candidate application materials, including at least (i) the Academy Board Member Questionnaire prescribed by the University Charter Schools Office; and (ii) the Criminal Background Check Report prescribed by the University Charter Schools Office.
 - b. Subsequent Academy Board Member Nominations and Appointments: Except as provided in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board of Director positions. As part of the appointment process, the Academy Board may submit

to the Director: (i) the name of the nominee; (ii) the board member candidate application materials identified in paragraph (a) above; and (iii) a copy of the Academy Board nominating resolution. The Director may or may not recommend the proposed nominee submitted by the Academy Board. If the Director does not recommend a nominee submitted by the Academy Board, the Director shall select a nominee and forward that recommendation to the Board of Trustees for appointment. The Board of Trustees shall have the sole and exclusive right to appoint members to the Academy Board.

c. Exigent Appointments: When the Director determines an “exigent condition” exists which requires him/her to make an appointment to a public school academy’s board of directors, the Director, with University President approval, may immediately appoint a person to serve as a public school academy board member for the time specified, but not longer than the next meeting held by the Board of Trustees when a regular appointment may be made by the Board of Trustees. The Director shall make the appointment in writing and notify the public school academy’s board of directors of the appointment. Exigent conditions include, but are not limited to when an Academy Board seat is vacant, when a Academy Board cannot reach a quorum, when the Board of Trustees determines that an Academy Board member’s service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.

2. Qualifications of Academy Board Members: To be qualified to serve on the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the GVSU Charter Schools Office including, but not limited to, a GVSU Academy Board Member Questionnaire and a release for criminal history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of GVSU or be a member of the Board of Trustees.
3. Oath /Acceptance of Office / Voting Rights: Following appointment by the Board of Trustees, Academy Board Appointees may begin their legal duties, including the right to vote, after they have signed an Acceptance of Public Office form and taken the Oath or Affirmation of Public Office administered by a member of the Academy Board, other public official or notary public.
4. Length of Term; Removal: An appointed Academy Board member is an “at will” board member who shall serve at the pleasure of the Board of Trustees for a term of office not to exceed three (3) years. Regardless of the length of term, terms shall end on June 30 of the final year of service, unless shorter due to other provisions of this resolution. A person appointed to serve as an Academy Board member may be reappointed to serve additional terms. When an Academy Board member is appointed to complete the term of service of another Academy Board member, their service ends at the end of the previous Academy Board member’s term.

If the Board of Trustees determines that an Academy Board member’s service in office is no longer required, then the Board of Trustees may remove an Academy board member with or without cause and shall specify the date when the Academy Board member’s service ends. An Academy Board member may be removed from office by a two-thirds (2/3) vote of the Academy’s Board for cause.

5. Resignations: A member of the Academy Board may resign from office by submitting a written resignation or by notifying the Director. The resignation is effective upon receipt by the Director, unless a later date is specified in the resignation. A written notice of resignation is not required. If no such written notification is provided, then the Director shall confirm a resignation in writing. The resignation

shall be effective upon the date the Director sends confirmation to the resigning Academy Board member.

5. Vacancy: An Academy Board position shall be considered vacant when an Academy Board member:
- Resigns
 - Dies
 - Is removed from Office
 - Is convicted of a felony
 - Ceases to be qualified
 - Is incapacitated
7. Filling a Vacancy: The Academy Board may nominate and the Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the "Subsequent Appointments" and "Exigent Appointments" procedures in this resolution.
8. Number of Academy Board Member Positions: The number of member positions of the Academy Board of Directors shall be five (5), seven (7) or nine (9), as determined from time to time by the Academy Board.
9. Quorum: In order to legally transact business the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A "quorum" shall be defined as follows:

# of Academy Board positions	# required for Quorum
Five (5)	Three (3)
Seven (7)	Four (4)
Nine (9)	Five (5)

10. Manner of Acting: The Academy Board shall be considered to have "acted," when a duly called meeting of the Academy Board has a quorum present and the number of board members voting in favor of an action is as follows:

# of Academy Board positions	# for Quorum	# required to act
Five (5)	Three (3)	Three (3)
Seven (7)	Four (4)	Four (4)
Nine (9)	Five (5)	Five (5)

ARTICLE VII

No part of the net earnings of the corporation shall inure to the benefit of or be distributable to its directors, board, officers or other private persons, or organization organized and operated for a profit (except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in the furtherance of the purposes set forth in Article II hereof). Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on by a governmental entity exempt from Federal Income Tax under Section 115 of the IRC, or comparable provisions of any successor law.

To the extent permitted by law, upon the dissolution of the corporation, the board shall after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation to the Board of Trustees for forwarding to the State School Aid Fund established under Article IX,

Section 11 of the Constitution of the State of Michigan of 1963, as amended.

ARTICLE VIII

The corporation and its incorporators, board members, officers, employees, and volunteers have governmental immunity as provided in Section 7 of Act No. 170 of the Public Acts of 1964, being Sections 691.1407 of the Michigan Compiled Laws.

ARTICLE IX

These Articles of Incorporation shall not be amended except by the process provided in the contract executed by the Academy Board and the Board of Trustees.

ARTICLE X

The Academy Board shall have all the powers and duties permitted by law to manage the business, property and affairs of the corporation.

ARTICLE XI

A volunteer director is not personally liable to the corporation for monetary damages for a breach of the director's fiduciary duty. This provision shall not eliminate or limit the liability of a director for any of the following:

- (i) A breach of the director's duty of loyalty to the corporation;
- (ii) Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- (iii) A violation of Section 551(1) of the Michigan Nonprofit Corporation Act;
- (iv) A transaction from which the director derived an improper personal benefit;
- (v) An act or omission that is grossly negligent.

If the corporation obtains tax exempt status under section 501(c)(3) of the internal revenue code, the corporation assumes all liability to any person other than the corporation for all acts or omissions of a volunteer director occurring on or after the filing of the Articles incurred in the good faith performance of the volunteer director's duties.

This article shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Government Liability for Negligence Act, being Act No. 170, Public Acts of Michigan, 1964.

ARTICLE XII

The corporation assumes the liability for all acts or omissions of a non-director volunteer, provided that:

- (i) The volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority;
- (ii) The volunteer was acting in good faith;

- (iii) The volunteer's conduct did not amount to gross negligence or willful and wanton misconduct;
- (iv) The volunteer's conduct was not an intentional tort; and

The volunteer's conduct was not a tort arising out of the ownership, maintenance or use of a motor vehicle as described in Section 209(e)(v) of the Michigan Nonprofit Corporation Act.

This article shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Governmental Liability for negligence Act, being Act No. 170, Public Acts of Michigan, 1964

ARTICLE XIII

The officers of the Academy Board shall be a President, Vice-President, Secretary and a Treasurer, each of whom shall be selected by the Board of Directors. The Academy Board may select one or more Assistants to the officers, and may also appoint such other officers and agents as they may deem necessary for the transaction of the business of the corporation.

ARTICLE XIV

The Articles of Incorporation shall become effective as of July 1, 2013. However, the corporation shall not carry out the purposes set forth in Article II unless/or until the Board of Trustees issues to the Academy Board a contract to operate as a public school academy, and the contract is executed by both the Academy Board and the Board of Trustees.

SCHEDULE 3

BYLAWS

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BYLAWS
OF
COVENANT HOUSE ACADEMY DETROIT

ARTICLE I
NAME OF ACADEMY

This organization shall be called Covenant House Academy Detroit (The "Academy" or the "corporation").

ARTICLE II FORM
OF ACADEMY

The Academy is organized as a non-profit, non-stock, directorship corporation.

ARTICLE III
OFFICES

Section 1. Principal Office. The principal office of the Academy shall be located in the State of Michigan.

Section 2. Registered Office. The registered office of the Academy shall be 38505 Woodward, Suite 2000, Bloomfield Hills, Michigan. It must be located in the state of Michigan, and be the business office of the registered agent, as required by the Michigan Nonprofit Corporation Act.

ARTICLE IV BOARD OF
DIRECTORS

Section 1. General Powers. The business, property and affairs of the Academy shall be managed by the Academy Board of Directors ("Academy Board"). The Academy Board may exercise any and all of the powers granted to it under the Michigan Nonprofit Corporation Act or pursuant to Part 6A of the Revised School code ("Code"). The Academy Board may delegate said powers to the officers and committees of the Academy Board as it deems appropriate or necessary, as long as such delegation is consistent with the Articles, these Bylaws, the Contract and Applicable Law.

Section 2. Method of Selection and Appointment. Nomination and appointment to the Academy Board shall be handled in the following manner:

1. Method of Selection and Appointment of Academy Board Members:

- a. Initial Academy Board Member Nominations and Appointments: As part of the public school academy application, the public school academy applicant shall propose to the Director of the University Charter Schools Office ("Director"), the names of proposed individuals to serve on the initial board of directors of the proposed public school academy. When the Director recommends an initial contract for approval to the Grand Valley State University Board of Trustees ("Board of Trustees"), he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the public school academy applicant. To be considered for the appointment, the nominees must have completed the required board member Questionnaire prescribed by the University Charter Schools office; and (ii) the criminal Background Check Report prescribed by the University Charter Schools Office.
- b. Subsequent Academy Board Member Nominations and Appointments: Except as provided in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board of Director positions. As part of the appointment process, the Academy Board may submit to the Director: (i) the name of the nominee; (ii) the board member candidate application materials identified in paragraph (a) above; and (iii) a copy of the Academy Board nominating resolution. The Director may or may not recommend a nominee submitted by the Academy Board. If the Director does not recommend a nominee submitted by the Academy Board, the Director shall select a nominee and forward that recommendation to the Board of Trustees for appointment. The board of Trustees shall have the sole and exclusive right to appoint members to the Academy Board.
- c. Exigent Appointments: When the Director determines an "exigent condition" exists which requires him/her to make an appointment to a public school academy's board of director, the Director, with University President approval, may immediately appoint a person to serve as a public school academy board member for the time specified, but not longer than the next meeting made by the Board of Trustees. The Director shall make the appointment in writing and notify the public school academy's board of directors of the appointment. Exigent conditions include, but are not limited to when an Academy Board seat is vacant, determines that an Academy Board member's service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.

2. Qualifications of Academy Board Members: To be qualified to serve of the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the GVSU Charter Schools Office including, but not limited to, a GVSU Academy Board Member Questionnaire and a release for criminal history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of GVSU or be a member of the Board of Trustees.
3. Oath /Acceptance of Office / Voting Rights: Following appointment by the Board of Trustees, Academy Board Appointees may begin their legal duties, including the right to vote, after they have signed an Acceptance of Public Office form and taken the Oath or Affirmation of Public Office administered by a member of the Academy Board, other public official or notary public.
4. Length of Term; Removal: An appointed Academy Board member is an “at will” board member who shall serve at the pleasure of the Board of Trustees for a term of office not to exceed three (3) years. Regardless of the length of term, terms shall end on June 30 of the final year of service, unless shorter due to other provisions of this resolution. A person appointed to serve as an Academy Board member may be reappointed to serve additional terms. When an Academy Board member is appointed to complete the term of service of another Academy Board member, their service ends at the end of the previous Academy Board member’s term.

If the Board of Trustees determines that an Academy Board member’s service in office is no longer required, then the Board of Trustees may remove an Academy Board member with or without cause and shall specify the date when the Academy Board member’s service ends. An Academy Board member may be removed from the office by a two-thirds (2/3) vote of the Academy’s Board for cause.
5. Resignations: A member of the Academy Board may resign from office by submitting a written resignation or by notifying the Director. The resignation is effective upon receipt by the Director, unless a later date is specified in the resignation. A written notice of resignation is not required. If no such written notification is provided, then the Director shall confirm a resignation in writing. The resignation shall be effective upon the date the Director sends confirmation to the resigning Academy Board member.
6. Vacancy: An Academy Board position shall be considered vacant when an Academy Board member:
 - a. Resigns
 - b. Dies
 - c. Is removed from Office
 - d. Is convicted of a felony
 - e. Ceases to be qualified
 - f. Is incapacitated

7. Filling a Vacancy: The Academy Board may nominate and the Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the "Subsequent Appointments" and "Exigent Appointments" procedures in this resolution.
8. Number of Academy Board Member Positions: The number of member positions of the Academy Board of Directors shall be five (5), seven (7), or nine (9), as determined from time to time by the Academy Board.
9. Quorum: In order to legally transact business the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A "quorum" shall be defined as follows:

# of Academy Board positions	# required for Quorum
Five (5)	Three (3)
Seven (7)	Four (4)
Nine (9)	Five (5)

10. Manner of Acting: The Academy Board shall be considered to have "acted," when a duly called meeting of the Academy Board has a quorum present and the number of board members voting in favor of an action is as follows:

# of Academy Board positions	# for Quorum	# required to act
Five (5)	Three (3)	Three (3)
Seven (7)	Four (4)	Four (4)
Nine (9)	Five (5)	Five (5)

Section 3. Compensation. By resolution of the Academy Board, Directors may be paid their expenses, if any, of attendance at each meeting of the Academy Board, subject to the statutes regarding Contracts of Public Servants with Public Entities, Act No. 317 of the Public Standards of Conduct for Public Officers and Employees, Act No. 196 of the Public Acts of 1973, being Sections 15.341 to 15.348 of the Michigan Compiled Laws, and the statute concerning Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being Sections 15.181 to 15.185 of the Michigan Compiled Laws.

ARTICLE V

MEETINGS

Section 1. Regular Meetings. The Academy Board shall hold a regular meeting during the month of June each year. The meeting shall be held at such time and place as the Academy Board of Directors shall from time to time determine. The Academy Board may also provide, by resolution, the time and place, within the state of Michigan, for the holding of additional regular meetings. The Academy shall provide notice of all regular meetings as required by the Open Meetings Act.

Section 2. Special Meetings. Special meetings of the Academy Board may be called by or at the request of the President or any Academy Board Director. The person or persons authorized to call special meetings of the Academy Board may fix the place within the state of Michigan for holding any special meeting of the Academy Board called by them, and, if no other place is fixed, the place of meeting shall be the principal business office of the corporation in the state of Michigan. The corporation shall provide notice of all special meetings as required by the Open Meetings Act.

Section 3. Notice; Waiver. The Academy Board must comply with the notice provisions of the Open Meetings Act. In addition, notice of any meeting shall be given to each Director stating the time and place of the meeting, delivered personally or mailed or sent by facsimile to each Director at the Director's business address. Any Director may waive notice of any meeting by written statement, or telecopy sent by the Director, signed before or after the holding of the meeting. The attendance of a Director at a meeting constitutes a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 4. Open Meetings Act. All meetings of the Academy Board, shall at all times be in compliance with the Open Meetings Act.

Section 5. Presumption of Assent. A director of the Academy Board who is present at a meeting of the Academy Board at which action on any corporate matters is taken shall be presumed to have assented to the action taken unless that Director's dissent shall be entered in the minutes of the meeting or unless that Director shall file a written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. This right to dissent shall not apply to a Director who voted in favor of such action.

ARTICLE VI

COMMITTEES

Section 1. Committees. The Academy Board, by resolution, may designate one or more committees, each committee to consist of one or more Directors selected by the Academy Board. As provided in the resolution as initially adopted, and as thereafter supplemented or amended by further resolution, the committees shall have such powers as delegated by the Academy Board, except (i) filling of the vacancies in the officers of the Academy Board or committees created pursuant to this Section; (ii) amending the Articles of Incorporation or Bylaws; or (iii) any action the Academy Board cannot lawfully delegate under the Articles, Bylaws or Applicable Law. All committee meetings shall at all times be in compliance with the Open Meetings Act. Each committee shall fix its own rules governing the conduct of its activities and shall make such reports to the Academy Board of its activities as the Academy Board may request.

ARTICLE VII OFFICERS

OF THE BOARD

Section 1. Number. The officers of the Academy shall be a President, Vice-President, Secretary, Treasurer, and such Assistant officers as may be selected by the Academy Board.

Section 2. Election and Term of Office. The Academy Board shall elect the initial officers at its first duly noticed meeting. Thereafter, the Academy Board shall elect the officers annually as terms expire at the annual meeting of the Academy Board. If the election of officers is not held at that meeting, the election shall be held as soon thereafter as may be convenient. Each officer shall hold office while qualified or until the officers resigns or is removed in the manner provided in Article IV, Section 2.

Section 3. Removal. If the Grand Valley State University Board of Trustees determines that an Academy Board member's service in office is no longer required, then the Board of Trustees may remove an Academy board member with or without cause and shall specify the date when the Academy Board member's service ends. An Academy Board member may be removed from office by a two-thirds (2/3) vote of the Academy's Board for cause.

Section 4. Vacancies. A vacancy in any office shall be filled in accordance with Article IV, Section 2.

Section 5. President. The President of the Academy shall be a member of the Academy Board. The President of the corporation shall preside at all meetings of the Academy Board. If there is not a President, or if the President is absent, then the Vice-President shall preside. If the Vice-President is absent, then a temporary chair, chosen by the members of the Academy Board attending the meeting shall preside. The president shall be an ex-officio member of all standing committees and may be designated Chairperson of those committees by the Academy Board. The President shall, in general, perform all duties incident to the office of President of the Board as may be prescribed by the Board from time to time.

Section 6. Vice-President. The Vice-President of the Academy shall be a member of the Academy Board. In the absence of the President or in the event of the President's death, inability or refusal to act, the Vice-President shall perform the duties of President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to the Vice-President by the President or the Academy Board.

Section 7. Secretary. The Secretary of the Academy shall be a member of the Academy Board. The Secretary shall perform, or cause to be performed, the following duties: (a) keep the minutes of the Academy Board meetings in one or more books provided that purpose; (b) see that all notices, including those notices required under the Open Meetings Act, are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all authorized documents; (d) keep

a register of the post office address of each Director; and (e) perform all duties incident to the office of Secretary and other duties assigned by the President or by the Academy Board.

Section 8. Treasurer. The Treasurer of the Academy shall be a member of the Academy Board. The Treasurer shall perform, or cause to be performed, the following duties: (a) keep charge and custody of and be responsible for all funds and securities of the corporation; (b) keep accurate books and records of corporate receipts and disbursements; (c) deposit all moneys and securities received by the corporation in such banks, trust companies or other depositories as shall be selected by the Board; (d) complete all required corporate filings; (e) assure that the responsibilities of the fiscal agent of the corporation are properly carried out; and (f) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or by the Academy Board.

Section 9. Assistants and Acting Officers. The Assistants to the officers, if any, selected by the Academy Board, shall perform such duties and have such authority as shall from time to time be delegated or assigned to them by the Secretary or Treasurer or by the Academy Board. The Academy Directors shall have the power to appoint any person to perform the duties of an officer whenever for any reason it is impractical for such officer to act personally. Such acting officer so appointed shall have the powers of and be subject to all restrictions upon the officer to whose office the acting officer is so appointed except as the Academy Board may by resolution otherwise determine.

Section 10. Salaries. Officers shall not receive a salary unless the salary has been specifically approved by the Academy Board, subject to the statute concerning Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being sections 15.181 to 15.185 of the Michigan Compiled Laws. Officers of the corporation who are Directors of the corporation may not be compensated for their services. They may, however, receive traveling and other expenses.

Section 11. Filling More Than One Office. Subject to the statute concerning Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being Sections 15.181 to 15.185 of the Michigan Compiled Laws, any two offices of the corporation except those of President and Vice-President may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity.

ARTICLE VIII

CONTRACTS, LOANS, CHECKS AND DEPOSITS; SPECIAL CORPORATE ACTS

Section 1. Contracts. The Academy Board may authorize any officer or officers, agent or agents, to enter into any contract, to execute and deliver any instrument, or to acknowledge any instrument required by law to be acknowledged in the name of and on behalf of the corporation. Such authority may be general or confined to specific instances, but the appointment of any person other than an officer to acknowledge an instrument required by law to be acknowledged should be made by instrument in writing. When the Academy Board authorizes the execution of a contract or of any other

instrument in the name of and on behalf of the corporation, without specifying the executing officers, the President or Vice-President, and the Secretary or Treasurer may execute the same and may affix the corporate seal thereto. No contract into, by or on behalf of the Academy Board, shall in any way bind the University or impose any liability on the University, its trustees, officers, employees or agents.

Section 2. Loans. No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Academy Board. Such authority may be general or confined to specific instances. No loan or advance to, or overdraft of funds by an officer or member of the Academy Board otherwise than in the ordinary and usual course of the business of the corporation, and on the ordinary and usual course of the business or security, shall be made or permitted. No loan entered into, by or on behalf of the Academy Board, shall in any way be considered a debt or obligation of Grand Valley State University or impose any liability on Grand Valley State University, its trustees, officers, employees, or agents.

Section 3. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents, of the corporation and in such manner as shall from time to time be determined by resolution of the Academy Board.

Section 4. Deposits. All funds of the corporation not otherwise employed shall be deposited within three (3) business days after the receipt of the funds by the corporation in such banks, trust companies or other depositories as the Academy Board may select, provided that such financial institution is eligible to be a depository of surplus funds under section 1221 of the Revised School Code, being Section 380.1221 of the Michigan Compiled Laws.

Section 5. Voting of Securities Owned by this Corporation. Subject always to the specific directions of the Academy Board, any shares or other securities issued by another corporation and owned or controlled by this corporation may be voted at any meeting of security holders of such other corporation by the President of this corporation or by proxy appointed by Treasurer of this corporation or by proxy appointed by the Secretary or Treasurer. Such proxy or consent in respect to any shares or other securities issued by any other corporation and owned by this corporation shall be executed in the name of this corporation by the President, the Secretary or the Treasurer of this corporation without necessity of

any authorization by the Academy Board, affixation of corporate seal or countersignature or attestation by another officer. Any person or persons designated in the manner above stated as the proxy or proxies of this corporation shall have full right, power, and authority to vote the shares or other securities issued by such other corporation and owned by this corporation the same as such shares or other securities might be voted by this corporation.

Section 6. Contracts Between Corporation and Related Persons. As required by Applicable Law, any Director, officer or employee of the Academy, who enters into a contract with the Academy, that meets the definition of contract under the statute on Contracts of Public Servants with Public Entities, Act No. 317 of the Public Acts of 1968, being sections 15.321 to 15.330 of the Michigan Compiled Laws, shall comply with the public disclosure requirement set forth in Section 3 of the statute.

ARTICLE IX

INDEMNIFICATION

Each person who is or was a member of the Academy Board, or a trustee, director, officer or member of a committee of the Academy and each person who serves or has served at the request of the Academy as a trustee, director, officer, partner, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the corporation to the fullest extent permitted by the corporation laws of the State of Michigan as they may be in effect from time to time. The corporation may purchase and maintain insurance on behalf of any such person against any liability asserted against and incurred by such person in any such capacity or arising out of his status as such, whether or not the corporation would have power to indemnify such person against such liability under the preceding sentence. The corporation may, to the extent authorized from time to time by the Board, grant rights to indemnification to any employee or agent of the corporation to the fullest extent provided under the laws of the State of Michigan as they may be in effect from time to time.

ARTICLE X

FISCAL YEAR, BUDGET AND UNIFORM BUDGETING AND ACCOUNTING

Section 1. Fiscal Year, Budget and Uniform Budgeting and Accounting. The fiscal year of the corporation shall begin on the first day of July in each year. The Board of Directors, subject to the oversight responsibilities of the University Board, shall have exclusive control of the budget. The board shall prepare and publish an annual budget in accordance with the Uniform Budgeting and Accounting Act, being Act 2 of the public laws of Michigan of 1968, as amended.

ARTICLE XI

SEAL

The Academy Board may provide a corporate seal, which shall be circular in form and shall have inscribed thereon the name of the corporation, the State of Michigan and the words "Corporate Seal" and "Public School Academy."

ARTICLE XII

AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by obtaining the affirmative vote of a majority of the Academy Board at any regular or special meeting of the Academy Board, if a notice setting forth the terms of the proposal has been given in accordance with the notice requirements for the special meetings. Upon arrival, the Academy Board shall forward the amendment to

the University Charter Schools Office. The amendment shall be automatically incorporated into Schedule 3 of the Contract upon receipt of the amendment by the University Charter Schools Office. The Academy Board is encouraged to submit proposed Bylaw changes to the Charter Schools Office, for review and comment, prior to adoption. If at any time the University identifies a provision in the Academy Board's Bylaws that violates or conflicts with applicable law or the Contract, it shall notify the Academy Board in writing and the Academy Board shall remedy the identified provision to be in concert with applicable law and the Contract.

CERTIFICATION

The Board certifies that these Bylaws were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by the Academy Board on the 17th day of June, 2013.

Matthew Atkes
Secretary

Open.18378.53348.12770044-1

SCHEDULE 4

FISCAL AGENT AGREEMENT

SCHEDULE 4

FISCAL AGENT AGREEMENT

This Agreement is part of the Contract issued by the Grand Valley State University Board of Trustees ("University Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to Covenant House Academy Detroit ("Academy"), a public school academy.

Preliminary Recitals

WHEREAS, pursuant to the Code and the Contract, the University Board, as authorizing body, is the fiscal agent for the Academy, and

WHEREAS, the University Board is required by law to forward any State School Aid Payments received from the State of Michigan ("State") on behalf of the Academy to the Academy,

NOW, THEREFORE, in consideration of the premises set forth below, the parties agree to the following:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.01. Definitions. Unless otherwise provided, or unless the context requires otherwise, the following terms shall have the following definitions:

"Account" means an account established by the Academy for the receipt of State School Aid Payments at a bank, savings and loan association, or credit union which has not been deemed ineligible to be a depository of surplus funds under Section 6 of Act No. 105 of the Public Acts of 1855, being Section 21.146 of the Michigan Compiled Laws.

"Agreement" means this Fiscal Agent Agreement.

"Fiscal Agent" means the University Board or an officer or employee of Grand Valley State University as designated by the University Board.

"Other Funds" means any other public or private funds which the Academy receives and for which the University Board voluntarily agrees to receive and transfer to the Academy.

"State School Aid Payment" means any payment of money the Academy receives from the State School Aid Fund established pursuant to Article IX, Section 11 of the Michigan Constitution of 1963 or under the State School Aid Act of 1979, as amended.

"State" means the State of Michigan.

"State Treasurer" means the office responsible for issuing funds to urban high school academies for State School Aid Payments pursuant to the School Aid Act of 1979, as amended.

Section 1.02. Fiscal Agent Agreement Incorporated into Contract; Use of Contract Definitions. This Fiscal Agent Agreement shall be incorporated into and is part of the Contract issued by the University Board to the Academy. Terms defined in the Contract shall have the same meaning in this Agreement.

ARTICLE II

FISCAL AGENT DUTIES

Section 2.01. Receipt of State School Aid Payments and Other Funds. The University Board is the Fiscal Agent for the Academy for the limited purpose of receiving State School Aid Payments. By separate agreement, the University Board and the Academy may also agree that the University Board will receive Other Funds for transfer to the Academy. The Fiscal Agent will receive State School Aid Payments from the State, as provided in Section 3.02.

Section 2.02. Transfer to Academy. Except as provided in the Contract, the Fiscal Agent shall transfer all State School Aid Payments and all Other Funds received on behalf of the Academy to the Academy within three (3) business days of receipt or as otherwise required by the provisions of the State School Aid Act of 1979 or applicable State Board rules. The State School Aid Payments and all Other Funds shall be transferred into the Account designated by a resolution of the Board of Directors of the Academy and by a method of transfer acceptable to the Fiscal Agent.

Section 2.03. Limitation of Duties. The Fiscal Agent has no responsibilities or duties to verify the Academy's pupil membership count, as defined in the State School Aid Act of 1979, as amended, or to authorize, to approve or to determine the accuracy of the State Aid School Payments received on behalf of the Academy from the State Treasurer. The duties of the Fiscal Agent are limited to the receipt and transfer to the Academy of State School Aid Payments and Other Funds received by the Academy. The Fiscal Agent shall have no duty to monitor or approve expenditures made by the Academy Board.

Section 2.04. Academy Board Requests for Direct Intercept of State School Aid Payments. If the Academy Board directs that a portion of its State School Aid Payments be forwarded by the Fiscal Agent to a third party account for the payment of Academy debts and liabilities, the Academy shall submit to the University Charter Schools Office: (i) a copy of the Academy Board's resolution authorizing the direct intercept of State School Aid Payments; and (ii) a copy of a State School Aid Payment Agreement and Direction document that is in a form

and manner acceptable to the Fiscal Agent. No State Aid Payment Agreement and Direction document shall be effective until it is acknowledged by the University President.

ARTICLE III

STATE DUTIES

Section 3.01 Eligibility for State School Aid Payments. The State, through its Department of Education, has sole responsibility for determining the eligibility of the Academy to receive State School Aid Payments. The State, through its Department of Education, has sole responsibility for determining the amount of State School Aid Payments, if any, the Academy shall be entitled to receive.

Section 3.02. Method of Payment. Each State School Aid Payment for the Academy will be made to the Fiscal Agent by the State Treasurer by issuing a warrant and delivering the warrant to the Fiscal Agent by electronic funds transfer into an account specified by the Fiscal Agent, or by such other means deemed acceptable to the Fiscal Agent. The State shall make State School Aid Payments at the times specified in the State School Aid Act of 1979, as amended.

ARTICLE IV

ACADEMY DUTIES

Section 4.01. Compliance with State School Aid Act. In order to assure that funds are available for the education of pupils, an Academy shall comply with all applicable provisions of the State School Aid Act of 1979, as amended.

Section 4.02. Expenditure of Funds. The Academy may expend funds that it receives from the State School Aid Fund for any purpose permitted by the State School Aid Act of 1979 and may enter into contracts and agreements determined by the Academy as consistent with the purposes for which the funds were appropriated.

Section 4.03. Mid-Year Transfers. Funding for students transferring into or out of the Academy during the school year shall be in accordance with the State School Aid Act of 1979 or applicable State Board rules.

Section 4.04. Repayment of Overpayment. The Academy shall be directly responsible for reimbursing the State for any overpayments of State School Aid Payments. At its option, the State may reduce subsequent State School Aid Payments by the amount of the overpayment or may seek collection of the overpayment from the Academy.

Section 4.05. Deposit of Academy Funds. The Academy Board agrees to comply with Section 1221 of the Revised School Code, being MCL 380.1221, regarding the deposit of State School Aid Payments and Other Funds received by the Academy.

ARTICLE V

RECORDS AND REPORTS

Section 5.01. Records. The Fiscal Agent shall keep books of record and account of all transactions relating to the receipts, disbursements, allocations and application of the State School Aid Payments and Other Funds received, deposited or transferred for the benefit of the Academy, and these books shall be available for inspection at reasonable hours and under reasonable conditions by the Academy and the State.

Section 5.02. Reports. The Fiscal Agent shall prepare and send to the Academy within thirty (30) days of September 1, and annually thereafter, a written report dated as of August 31 summarizing all receipts, deposits and transfers made on behalf or for the benefit of the Academy during the period beginning on the latter of the date hereof or the date of the last such written report and ending on the date of the report, including without limitation, State School Aid Payments received on behalf of the Academy from the State Treasurer and any Other Funds which the University Board receives under this Agreement.

ARTICLE VI

CONCERNING THE FISCAL AGENT

Section 6.01. Representations. The Fiscal Agent represents that it has all necessary power and authority to enter into this Agreement and undertake the obligations and responsibilities imposed upon it in this Agreement and that it will carry out all of its obligations under this Agreement.

Section 6.02. Limitation of Liability. The liability of the Fiscal Agent to transfer funds to the Academy shall be limited to the amount of State School Aid Payments as are from time to time delivered by the State and the amount of Other Funds as delivered by the source of those funds.

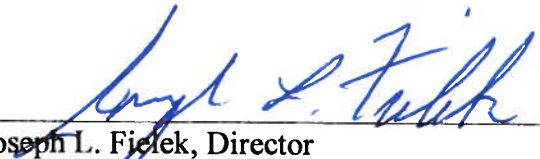
The Fiscal Agent shall not be liable for any action taken or neglected to be taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Agreement, nor shall the Fiscal Agent be responsible for the consequences of any error of judgment; and the Fiscal Agent shall not be answerable except for its own action, neglect or default, nor for any loss unless the same shall have been through its gross negligence or willful default.

The Fiscal Agent shall not be liable for any deficiency in the State School Aid Payments received from the State Treasurer to which the Academy was properly entitled. The Fiscal Agent shall not be liable for any State School Aid overpayments made by the State Treasurer to the Academy for which the State subsequently seeks reimbursement.

Acknowledgment of Receipt

The undersigned, on behalf of the State of Michigan, Department of Treasury, acknowledges receipt of the foregoing Fiscal Agent Agreement that is part of the Contract issued by the University Board to the Academy.

BY: _____


Joseph L. Fielek, Director
Bureau of State and Authority Finance
Michigan Department of Treasury

Date: May 16, 2013

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SCHEDULE 5

MASTER CALENDAR OF REPORTING REQUIREMENTS

**Public School Academy / School of Excellence
Master Calendar of Reporting Requirements
July 1, 2013 – June 30, 2014**

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
July 1	Board Adopted 2013-2014 School Calendar/School Day Schedule.	CSO
July 1	Board Adopted Annual Operating Budget for the General Fund and School Service Fund for 2013-2014.	CSO
July 1	Copy of Notice of Public Hearing for Annual Operating Budget for 2013-2014.	CSO
July 1	Copy of Parent Satisfaction Survey and Results from 2012-2013, if applicable.	CSO
July 3	Anti-Bullying Policy, in accordance with Matt's Safe School Law (new schools)	CSO
July 25	DS-4168 Report of Days and Clock Hours of Pupil Instruction for 2012-2013 academic year, if applicable (See MDE website, www.michigan.gov/mde , for MDE due date and form).	CSO
August 1	Annual Organizational Meeting Minutes for 2013-2014.	CSO
August 1	Board Resolution appointing Chief Administrative Officer for 2013-2014.	CSO
August 1	Board Resolution appointing Freedom of Information Act Coordinator for 2013-2014.	CSO
August 1	Board Designated Legal Counsel for 2013-2014.	CSO
August 1	Board adopted Annual Calendar of Regularly Scheduled Meetings for 2013-2014.	CSO
August 20	Annual Education Report 2012-2013 academic year to be submitted and presented at a public meeting	CSO
August 30	4 th Quarter Financial Statements – quarter ending 06/30.	CSO
September 4	Organizational Chart for 2013-2014.	CSO
September 4	Board approved Student Handbook 2013-2014.	CSO
September 4	Board approved Employee Handbook 2013-2014.	CSO
September 4	Copy of School Improvement Plan covering 2013-2014 academic year.	CSO
October 1	Completed PSA Insurance Questionnaires. Required forms available at www.gvsu.edu/cso	CSO
October 1	Annual Nonprofit Corporation Information Update for 2013.	CSO
October (TBD)	Unaudited Count Day Submission	CSO
October 11	Audited Financial Statements for fiscal year ending June 30, 2013. (See MDE Website, www.michigan.gov/mde , for MDE due date.	CSO
October 11	Management Letter (comments and recommendations from independent financial auditor) for fiscal year ending June 30, 2013, if issued. If a management letter is not issued, a letter from the Academy stating a management letter was not issued is required to be submitted.	CSO
October 11	Annual A-133 Single Audit for year ending June 30, 2013 is required if over \$500K in federal funds have been expended. If a single audit is	CSO

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
	not necessary, a letter from the Academy stating as such is required to be submitted.	
October 11	DS-4898 PSA Preliminary Pupil Membership Count for September 2013 Enrollment and Attendance for 1 st & 2 nd Year PSAs only. (See MDE website, www.michigan.gov/mde for MDE due date).	CSO
October 30	1 st Quarter Financial Statements – quarter ending 09/30.	CSO
December 2	Academy's Technology Plan covering 2013-2014 or annual updates thereto.	CSO
January 6	Modifications to ISD's Plan for the Delivery of Special Education Services covering 2013-14 signed by a representative of the Academy.	CSO
January 31	2 nd Quarter Financial Statements – quarter ending 12/31.	CSO
January 31	Michigan Highly Qualified Teacher Verification Report. Required Form Available at www.gvsu.edu/cso	CSO
March (TBD)	Winter Count Day Submission.	CSO
April 18	DS-4168-B District Report of Planned Number of Days and Clock Hours of Pupil Instruction for 2013-2014 (See MDE website www.michigan.gov/mde for MDE due date).	CSO
April 25	3 rd Quarter Financial Statements – quarter ending 03/31.	CSO
May 14	Notice of Open Enrollment & Lottery Process or Open Enrollment & Lottery Process Board Policy for 2014-2015.	CSO
June 2	Certificate of Boiler Inspection covering years 2013-2014	CSO
June 27	Board Approved Amended Budget for 2013-2014 fiscal year (or statement that budget has been reviewed and no amendment was needed).	CSO
June 27	2013-2014 Log of emergency drills, including date, time and results. Sample form available at www.gvsu.edu/cso	CSO
June 27	Board adopted Letter of Engagement for year ending June 30, 2014 independent financial audit.	CSO
June 27	Food service license expiring 04/30/2015.	CSO

Ongoing Reporting Requirements July 1, 2013 – June 30, 2014

The following documents do not have a set calendar date; however, they require submission within a certain number of days from board action or other occurrence.

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
Date notice is posted	Academy Board Meeting Record of Postings – cancellations, changes, special meetings, emergency etc. Must include time and date of actual posting.	CSO
14 business days after Board meeting	Draft Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings.	CSO
14 business days after Board approval	Approved Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings.	CSO
30 business days after board approval	Board Adopted Annual Operating Budget for 2011-2012 including Salary/Compensation Transparency Reporting to be available on school website per the State School Aid Act as amended	No submission needed.
14 business days after Board approval	Oath of Office and written acceptance for each Board Member.	CSO
10 business days after Board approval	Board adopted <i>Amended</i> Budget and General Appropriations Resolution.	CSO
10 days of receipt	Correspondence received from the Michigan Department /State Board of Education requiring a formal response.	CSO
10 days of receipt	Correspondence received from the Health Department requiring a formal response.	CSO
10 days of receipt	Written notice of litigation or formal proceedings involving the Academy.	CSO
30 days prior to board execution	Board proposed draft Educational Management Company Agreements or Amendments thereto.	CSO
5 business days of receipt	Request and Responses to Freedom of Information Requests.	CSO

Original/Subsequent Board Policy Reporting Requirements July 1, 2013 – June 30, 2014

The following documents do not have a set calendar date; however, they require an original submission and subsequent submission if Board action is taken making amendments/changes.

REPORT DESCRIPTION	SUBMIT TO:
Articles of Incorporation. Must have GVSU Board approval before modifying.	CSO
Board of Director Bylaws.	CSO
Educational Service Provider Agreements/Amendments	CSO
Academy's Educational Goals.	CSO
Office of Fire Safety (OFS-40) – original occupancy permit and permits for renovations/additions, etc.	CSO
Lease, Deed of Premises or Rental Agreement and subsequent amendments (includes modular units).	CSO
Curriculum including any additions/deletions.	CSO
Asbestos Hazardous Emergency Response Act (AHERA) Management Plan. Visit www.michigan.gov/asbestos for Michigan's model management plan. A copy of the "acceptance" letter sent by MIOSHA is also required.	CSO
Communicable Disease Curriculum (including minutes of board approval).	CSO
Job Descriptions for all employee groups	CSO
REQUIRED BOARD POLICIES	
Board adopted Purchasing Policy (date of approval). Reference: MCL 380.1267, MCL 380.1274	CSO
Use of Medications Policy (date of approval). Reference: MCL 380.1178, 380.1178a, 380.1179	CSO
Harassment of Staff or Applicant Policy (date of approval). Harassment of Students Policy (date of approval) Reference: MCL 380.1300a	CSO
Search and Seizure Policy (date of approval). Reference: MCL 380.1306	CSO
Emergency Removal, Suspension and Expulsion of Students Policy (date of approval). Reference: MCL 380.1309; MCL 380.1312(8)&(9); MCL 37.1402	CSO
Parent/Guardian Review of Instructional Materials & Observation of Instructional Activity Policy Reference: MCL 380.1137	CSO
Board Member Reimbursement of Expenses Policy (date of approval). Reference: MCL 380.1254; MCL 388.1764b	CSO
Equal Access for Non-School Sponsored Student Clubs and Activities Policy (date of approval). Reference: MCL 380.1299	CSO
Electronic or Wireless Communication Devices Policy (date of approval).	CSO
Preparedness for Toxic Hazard and Asbestos Hazard Policy (date of approval). Reference: MCL 324.8316, 380.1256	CSO

Nondiscrimination and Access to Equal Educational Opportunity Policy (date of approval) Including, but not limited to, Michigan Constitution, Article I, §26, Elliott-Larsen Civil Rights Act, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975.	CSO
Academy Deposit Policy (date of approval). PA 105 of 1855, being MCL 21.146, Section 11.10 of the Charter Contract	CSO
Parental Involvement Policy (date of approval). Reference: MCL 380.1294	CSO
Wellness Policy (date of approval). Reference: 42 USC §§ 1751, 1758, 1766; 42 USC § 1773	CSO

Calendar of Additional Reporting Requirements and Critical Dates July 1, 2013 – June 30, 2014

The following reports Academies must submit to the local ISD, MDE, CEPI and other organizations throughout the year.

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
TBD	Student Count Day for State Aid F.T.E.	No submission required.
September	SE-4096 Special Education Actual Cost Report (Contact ISD for due date).	ISD
October	Eye Protection Certificate (#4527 Certification of Eye Protective Devices Electronic Grant System [MEGS] if applicable.	CEPI
October	Certification of Constitutionally Protected Prayer	MDE
October	SE-4094 Transportation Expenditure Report (Contact ISD for due date).	ISD
October 1 – October 31 (as scheduled)	Teacher Certification/Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission needed.
Oct/Nov	School Infrastructure Database (SID); School-Wide Title I Participation	CEPI
Oct/Nov	Deadline for MEIS/Single Record Student Database (“SRSD”) electronic file (Contact the local ISD for due date.)	CEPI
November	Deadline for Immunization Records Report – IP100. (Contact Health Dept. for due date).	Local Health Dept.
November 14	Deadline for electronic submission to the Financial Information Database (FID, formerly known as the Form B). State aid will be withheld if the submission is not successful.	CEPI
Nov/Dec	Special Education Count on MI-CIS. Special education data must be current and updated in the Michigan Compliance and Information System (MI-CIS). This information is used to determine funding for next year (Contact local ISD for due date).	ISD
December 1 - December 31 (as scheduled)	Teacher Certification/Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission required.
Nov/Dec	Registry of Educational Personnel (REP) Submission	CEPI
December 30	Municipal Finance Qualifying Statement, if applicable (online submission).	MI Dept of Treasury
Feb 1	Deadline for Immunization Record Report – IP100 (Contact Health Dept. for due date). A financial penalty of 5% of a school’s state aid allocation can be assessed if the immunization rate is not at 90% or above.	Local Health Dept.
TBD	Supplemental Student Count for State Aid F.T.E.	No submission required.
March	FS-4731-C – Count of Membership Pupils eligible for free/reduced breakfast, lunch or milk (official date TBD).	MDE

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
March	MEIS/Single Record Student Database (“SRSD”) electronic file (Contact local ISD for due date.)	ISD, CEPI
May 1 – May 31 (as scheduled)	Teacher Certification/ Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission required.
June	MEIS/ Single Record Student Database (“SRSD”) electronic file (Contact local ISD for due date.)	ISD, CEPI
June	Registry of Educational Personnel (REP)	CEPI
June	School Infrastructure Database (SID)	CEPI

SCHEDULE 6

**INFORMATION TO BE PROVIDED BY ACADEMY AND EDUCATIONAL
MANAGEMENT COMPANY**

SCHEDULE 6

INFORMATION TO BE PROVIDED BY ACADEMY AND EDUCATIONAL MANAGEMENT COMPANY

A. The following described categories of information are specifically included within those to be made available to the public and the University Charter Schools Office by the Academy in accordance with Section 11.17(a). Information to be Provided by the Academy, of the Terms and Conditions:

1. Copy of the Contract
2. Copies of the executed Constitutional Oath of public office form for each serving Director
3. List of currently serving Directors with name, address, and term of office
4. Copy of the Academy Board 's meeting calendar
5. Copy of public notice for all Academy Board meetings
6. Copy of Academy Board meeting agendas
7. Copy of Academy Board meeting minutes
8. Copy of Academy Board approved budget and amendments to the budget
9. List of bills paid for amounts of \$10,000.00 or more as submitted to the Academy Board
10. Copy of the quarterly financial reports submitted to the University Charter Schools Office
11. Copy of curriculum and other educational materials given to the University Charter Schools Office
12. Copy of School improvement plan (if required)
13. Copies of facility leases, mortgages, modular leases and/or deeds
14. Copies of equipment leases
15. Proof of ownership for Academy owned vehicles and portable buildings
16. Copy of Academy Board approved management contract with Educational Service Provider
17. Copy of Academy Board approved services contract(s)
18. Office of Fire Safety certificate of occupancy for all Academy facilities
19. MDE letter of continuous use (if required)
20. Local County Health Department food service permit (if required)

21. Asbestos inspection report and asbestos management plan (if required)
22. Boiler inspection certificate and lead based paint survey (if required)
23. Phase 1 environmental report (if required)
24. List of current Academy teachers and school administrators with their individual salaries as submitted to the Registry of Educational Personnel
25. Copies of administrator and teacher certificates or permits for all current administrative and teaching staff
26. Evidence of fingerprinting, criminal back-ground and record checks and unprofessional conduct check required by the Code for all Academy teachers and administrators
27. Academy Board approved policies
28. Copy of the annual financial audit and any management letters issued to the Academy Board as part of the audit
29. Proof of insurance as required by the Contract
30. Any other information specifically required under Public Act 277 of 2011

B. The following information is specifically included within the types of information available to the Academy by the Educational Management Organization (if any) in accordance with Section 11.17(b). Information to be provided by Educational Management Company, of the Terms and Conditions:

1. Any information needed by the Academy in order to comply with its obligations to disclose the information listed under (a) above.

MANAGEMENT AGREEMENT

THIS AMENDED MANAGEMENT AGREEMENT (the "Agreement"), effective as of July 1, 2013, is entered into by and between YOUTH VISION SOLUTIONS, INC., a Michigan non-profit corporation ("YOUTH SOLUTIONS"), and COVENANT HOUSE ACADEMY Detroit, a body corporate and public school academy (the "Academy").

RECITALS

The Academy is a charter school, organized as a public school academy under Part 6A of the Michigan Revised School Code (the "Code"). The Academy has been issued a contract to charter a public school academy by The Grand Valley State University Board of Trustees (the "Authorizer") to organize and operate a public school academy. The Academy's Charter Application and the Charter Contract between the Academy and Authorizer, and all amendments to the Charter, are collectively referred to as the "Charter."

The Academy is an alternative school serving a special student population, homeless and at-risk students, and seeks to provide educational opportunity for them to excel in life. The Academy and Youth Solutions have created and desire to maintain an enduring educational alliance, whereby the Academy and Youth Solutions will continue to work together to promote educational excellence and innovation, based on Youth Solution's school design, comprehensive educational program and management principles.

The Academy, as required by law, is governed by the Academy's Board or Directors which, subject to Michigan law and the requirements of the Charter, has the ultimate authority over the Academy. The Academy and Youth Solutions agree that no provision of this Agreement shall be construed to interfere with the Academy Board's duty to exercise its statutory, contractual and fiduciary responsibilities in governing the operation of the Academy. The parties acknowledge and agree that the Academy Board is an independent, self-governing public body which shall operate in accordance with the Charter and applicable law.

Therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually agreed as follows:

ARTICLE I

CONTRACTING RELATIONSHIP

A. Authority. The Academy's Board of Directors (the "Board") represents that it is authorized by law to contract with a private entity and for that entity to provide educational, business administration and management services. Upon issuance of the Charter to the Board by the Authorizer, the Board will be vested with all powers and authority necessary to operate a charter school under the Code.

B. Management Services. Subject to the terms and conditions of this Agreement, the Academy hereby contracts with Youth Solutions, to the extent permitted by law, for the provision of all labor, materials, equipment and supervision necessary for the provision of educational, business administration and management services.

C. Charter. This Agreement shall be subject to and comply with the terms and conditions of the Charter, the terms of which are incorporated herein by reference.

D. Designation of Agents. Neither Youth Solutions nor its employees, agents or representatives shall be deemed an agent or employee of the Academy solely on account of this Agreement, except as follows:

1. The Board shall by Board resolution appoint the Board Treasurer, or such other officer as determined by the Board, to serve as the chief administrative officer of the Academy (the "CAO"). The Board resolution shall designate Youth Solution's chief financial officer, or such other Youth Solutions officer or employee as is mutually agreed upon by Youth Solutions and the Academy, as the designated agent of the CAO to assist the CAO with the performance of the CAO's duties under the Uniform Budgeting and Accounting Act, MCLA 141.421 et seq. (the "Budgeting and Accounting Act") and applicable law.

2. Youth Solutions, and its respective officers, directors, employees and designated agents shall be designated by Board action as "school officials" for purposes of the Family Educational Right and Privacy Act, 20 U.S.C. §1232g et seq., 34 CFR Part 99 ("FERPA"), such that they are jointly and severally entitled to access the educational records of the Academy for all purposes related to FERPA as permitted by FERPA.

3. During the term of this Agreement, the Academy may disclose confidential data and information (as defined in Article IX of this Agreement) to Youth Solutions, and its respective officers, directors, employees and designated agents to the extent permitted by applicable law as its agent. Such data may include without limitation, the Individual with Disabilities Education Act ("IDEA"), 20 USC §1401 et seq., 34 CFR 360.610 — 300.626; Section 504 of the Rehabilitation Act of 1973, 29 USC §794a, 34 CFR 104.36; the Michigan Mandatory Special Education Act, MCL 380.1701 et seq.; the Americans with Disabilities Act, 42 USC §12101 et seq.; the Health Insurance Portability and Accountability Act ("HIPAA"), 42 USC 1320d — 13200d-8; 45 CFR 160, 162 and 164; and social security numbers, as protected by the federal Privacy Act of 1974, 5 USC §552a; and the Michigan Social Security Number Privacy Act. MCL 445.84.

4. As otherwise expressly designated by written resolution or agreement of the Board and with consent from Youth Solutions.

E. Status of the Parties. The parties to this Agreement intend that the relationship between Youth Solutions and the Academy created by this Agreement is that of an independent contractor and not employer and employee. Youth Solutions shall be solely responsible for its acts and the acts of its agents, employees and subcontractors. Youth Solutions is a non-profit Michigan corporation, and is not a division, subsidiary or employee of the Academy. The Academy is a body corporate and governmental entity authorized by the Code, and is not a division, subsidiary or employee of Youth Solutions. The relationship between Youth Solutions and the Academy is based solely on the terms of this Agreement, and the terms of any other written agreements between Youth Solutions and the Academy.

F. No Related Parties. Youth Solutions will not have any role or relationship with the Academy that, in effect, substantially limits the Academy's ability to exercise its rights, including cancellation rights, under this Agreement. The Academy's Board shall not include any director, officer or employee of Youth Solutions. None of the voting power of the Academy's Board will be vested in Youth Solutions or its directors, members, managers, officers, and employees, and none of the voting power of the Board of Directors of Youth Solutions will be vested in the Academy or its directors, members, managers, officers and employees (if any). Furthermore, the Academy and Youth Solutions shall not be members of the same controlled group as defined in Section 1.150-1(1) of the Internal Revenue Code of 1966, as amended, or be related persons as defined in Section 144(x)(3) of the Internal Revenue Code of 1986, as amended, Youth Solutions shall disclose in writing to the Academy any interest in property being sold or leased to the Academy.

ARTICLE II

TERM

A. Term. This Amended Management Agreement, unless otherwise terminated pursuant to the terms hereof, shall continue until June 30, 2020.

ARTICLE III

OBLIGATIONS OF YOUTH SOLUTIONS

A. Responsibility. Youth Solutions shall be responsible and accountable to the Board for the educational, business administration and management services of the Academy in accordance with the Charter. Youth Solutions' responsibility is expressly limited by: (i) the Academy's budget which is to be submitted in proposed form by Youth Solution to the Board and approved by the Board as provided in this Agreement ("Budget"), and (ii) the availability of state and federal funding to pay for said services. Subject to Article VI(B)(3), neither Youth Solutions nor the Academy shall be allowed to expend Academy Funds on services in excess of the amount set forth in the Budget.

B. Educational Program. The Academy has adopted Youth Solutions' educational and academic programs and goals as set forth in the Charter (collectively the "Educational Program"). Youth Solutions, subject to the oversight of the Board, agrees to implement and administer the Educational Program. The Educational Program was developed by Youth Solutions; in the event that Youth Solutions reasonably determines that it is necessary or advisable to make material modifications to the Educational Program, Youth Solutions shall inform the Board of the proposed changes and obtain Board approval, as well as Authorizer approval if required by the terms of the Charter. The parties hereto acknowledge that an essential principle of the Educational Program is its flexibility, adaptability and capacity to change in the interest of continuous improvement and efficiency. The Academy and Youth Solutions each agree that they are interested in results and not in inflexible prescriptions. Not less than annually, and otherwise as requested, Youth Solutions will provide the Board with a progress report detailing progress made on each of the educational goals set forth in the Educational Program.

C. Specific Functions. Subject to the oversight and authority of the Board as provided herein, Youth Solutions shall be responsible for implementing the Educational Program and the educational, business administration and management services of the Academy including establishment of operational practices that are consistent with Board policy. Such functions include, but are not limited to:

1. Student recruitment and student admissions.
2. Implementation and administration of the Educational Program, including, without limitation, the acquisition of instructional materials, equipment and supplies and the administration of any and all extra-curricular and co-curricular activities and programs approved by the Board and Youth Solutions and funded by the Board Spending Account as defined in Article VI(B)(3).
3. Employment of personnel working at the Academy and management of all personnel functions, as set forth in Article VII below.
4. All aspects of the Academy's business administration.
5. All aspects of the accounting operation, including general ledger management, financial reporting, payroll, employee benefits and payroll tax compliance.
6. Transportation and food service to the extent such services are authorized by the Board and to the extent Youth Solutions agrees to provide such services.
7. All aspects of the Academy's facility administration.

D. Youth Solutions Purchases Funded By Board Spending Account. Items purchased by Youth Solutions for the Academy and paid for by the Academy with funds from the Board's Spending Account, as defined in Article VI(B)(3), such as non-proprietary instructional and/or curriculum materials, books, supplies and equipment, shall be the property of the Academy. At the Board's request, Youth Solutions shall provide the Board on an annual basis with a listing of all assets owned by the Academy. The property of the Academy excludes items leased, financed or purchased by Youth Solutions with Youth Solutions' Fee as defined in Article VI(C). Youth Solutions agrees not to add any fees or charges to the cost of equipment, materials or supplies purchased by Youth Solutions on behalf of the Academy with funds from the Board's Spending Account.

Youth Solutions, in making such purchases for the Academy pursuant to this subparagraph D, shall comply with Section 1274 of the Code, MCL 380.1274, as if the Academy were making such purchases itself from a third party, and shall provide the Board, upon request, with available documentation evidencing the costs associated with such purchases.

E. Subcontracts. Youth Solutions reserves the right to subcontract any and all aspects of all services it agrees to provide to the Academy, including, but not limited to transportation and/or food service. However, Youth Solutions shall not subcontract the management or oversight of the Educational Program, except as specifically permitted in this Agreement or with prior written approval of the Board.

F. Place of Performance. Youth Solutions reserves the right to perform functions other than instruction, such as purchasing, professional development, and administrative functions, off-site, unless prohibited by the Charter or applicable law.

G. Student Recruitment. Youth Solutions shall be responsible for the recruitment of students. Students shall be selected in accordance with the procedures set forth in the Charter and in compliance with the Code and applicable law. Marketing costs paid for out of Youth Solution's Fee shall be limited to those costs specific to the marketing of the Academy and shall not include costs for the marketing of Youth Solutions.

H. Due Process Hearings. Youth Solutions shall provide student due process hearings in conformity with the requirements of the Charter and applicable law regarding discipline, special education, confidentiality and access to records. Youth Solutions shall give, to the extent practicable, prior notice to the Board of due process hearings. The Board shall retain the right to provide due process as required by law.

I. Legal Requirements. Youth Solutions shall implement and enforce rules, regulations and procedures applicable to the Academy that are consistent with adopted Board policy and the Educational Program in accordance with the Charter and applicable law. To the extent allowable under the Charter and permitted by the Authorizer, the Board shall interpret all applicable federal, state and/or local laws, rules and regulations liberally to give Youth Solutions flexibility and freedom to implement its Educational Program.

J. Rules and Procedures. Youth Solutions shall recommend for approval by the Board reasonable rules, regulations, policies and procedures applicable to the Academy and is authorized and directed by the Board to enforce such rules, regulations and procedures as are adopted by the Board.

K. School Year and School Day. The school year and the school day schedule shall be approved by the Board as required under the Charter.

L. Pupil Performance Standards and Evaluation. Youth Solutions shall implement pupil performance evaluations that permit evaluation of the academic progress of each Academy student. Youth Solutions shall be responsible and accountable to the Board for the academic performance of students who are enrolled at the Academy. Youth Solutions will utilize assessment strategies required by the terms of the Charter and applicable law. The Board and Youth Solutions will cooperate in good faith to identify academic goals and methods to assess the students' academic performance.

M. Services to Disabled Students and Special Education. Youth Solutions shall provide special education services to students who attend the Academy in conformity with the requirements of applicable law. Youth Solutions may subcontract as necessary and appropriate for the provision of services to students with special needs. Such services shall be provided in a manner that complies with applicable law.

N. Contract between the Academy and Authorizer. Youth Solutions will not act in a manner that causes or would cause the Academy to be in breach of the Charter.

O. Unusual Events. Youth Solutions agrees to timely notify the Board of any anticipated or known material: (i) health or safety issues, (ii) labor, employee or funding problems, or (iii) problems of any other type that could reasonably be expected to adversely affect the Academy in complying with the Academy's responsibilities under the Charter, this Agreement or applicable law.

P. Academy Records. The financial, educational and student records pertaining to the Academy (collectively the "Academy Records"), are property of the Academy. Except as may be prohibited or limited by the Charter or applicable law, the Academy Records shall be available to the Board and the Authorizer for their review, and are subject to inspection and copying to the same extent that records of a public school are subject to inspection and copying pursuant to applicable law. All Academy Records shall be physically or electronically available upon request at the Academy's physical facility.

Q. Intellectual Property Rights. "Educational Materials" shall include (without limitation) all curriculum, print and electronic textbooks, instructional materials, lesson plans, teacher guides, workbooks, tests and all other curriculum-related materials.

R. Transparency Requirements. Youth Services shall make the following information available to the Academy:

1. On an annual basis, Youth Solutions agrees to provide the Academy Board with the same information that a school district is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL 388.1618, for the most recent school fiscal year for which the information is available. Within thirty (30) days of receipt of this information, the Academy Board shall make the information available on the Academy's website home page, in a form and manner prescribed by the Michigan Department of Education. The defined terms in section 503c of the Code, MCL 380.503c, shall have the same meaning in this Agreement;

2. The information regarding the Academy's operation and management set forth on Schedule A; and

3. Any other information required by law or by the Academy's Charter to be disclosed.

S. Dual Employment Roles Prohibited. Any person working at the Academy is prohibited by law from being employed at the Academy in more than one full-time position and simultaneously being compensated for each position.

T. Prohibition of Identified Family Relationships. Youth Solutions shall scrupulously observe any Academy policies related to prohibited family relationships.

The Academy will own all proprietary rights to Educational Materials that: (i) have been developed by the Academy and are owned by the Academy on the date this Agreement is entered into; (ii) are developed by the Academy and paid for out of the Board Spending Account (as defined in Article VI(B)(3)); or (iii) are developed by Youth Solutions or a third party at the direction of the Academy and paid for out of the Board Spending Account (the "Academy Materials").

Youth Solutions shall own all proprietary rights to, and the Academy's proprietary interest shall not include, Educational Materials that were developed by Youth Solutions or copy written or similarly protected by Youth Solutions. Youth Solutions shall own all intellectual property rights, including (without limitation) copyrights in and to the Educational Program and all Educational Materials relating thereto, as well as any non-curriculum materials created or provided by Youth Solutions in connection with, or related to, the implementation of the Educational Program including, without limitation, all corrections, modifications, and derivatives thereof (collectively all of the foregoing shall be referred to as the "Youth Solutions Materials").

The parties acknowledge that to the extent the Academy Materials are derivative of Youth Solutions' Materials, the Academy's intellectual property ownership rights extend only to the new, original aspects of such works and not to any underlying or pre-existing material. Relevant Educational Materials and teaching techniques used by or at the Academy shall be subject to disclosure to the extent required under the Code and Freedom of Information Act.

Youth Solutions hereby grants to the Academy the non-exclusive, non-transferable license to use the Youth Solutions Materials in furtherance of the Educational Program during the term of this Agreement including, without limitation, the right to reproduce, publicly display, distribute, and create derivatives of same, in hard copy format, or electronically via the Academy's intranet. To the extent any part of the Academy Materials may be a derivative of Youth Solutions' Materials, the Academy shall have the non-exclusive, non-transferable right to use such Youth Solutions Materials, as same may have been previously embodied or incorporated in the Academy Materials, beyond the termination or expiration of this Agreement solely in connection with the operation of the Academy and in the ordinary course of such operations. The Academy represents and warrants that during the term of this Agreement, or following the expiration or termination of this Agreement, the Academy will not exploit, or assist any third party in exploiting, the Academy Materials or any Youth Solutions Materials for commercial purposes.

Youth Solutions hereby grants the Academy the non-exclusive, non-transferable license to use Youth Solutions' trade name and Youth Solutions' trademark{s} to promote and advertise the Academy. No other use of the Youth Solutions Trademarks is permitted without Youth Solutions' prior written permission. The Academy shall acquire no rights in the Youth Solutions Trademarks, and all goodwill of the Youth Solutions Trademarks shall inure to the benefit of and remain with Youth Solutions. Youth Solutions shall have pre-approval rights for each form and manner of public display of the Youth Solutions Trademarks.

U. Facility. Youth Solutions shall use reasonable efforts to secure a facility to be leased or otherwise provided to the Board on terms mutually agreeable to Youth Solutions and the Board. The facility shall comply with the requirements of the Charter and applicable law. Youth Solutions shall also use reasonable efforts to cause the facility to be furnished with equipment and technology as is reasonably necessary to implement the Educational Program.

ARTICLE IV

OBLIGATIONS OF THE BOARD

A. Good Faith Obligation. The Board shall be responsible for its fiscal and academic policies. The Board shall exercise good faith in considering the recommendations of Youth Solutions, including but not limited to, Youth Solutions' recommendations concerning, policies, rules, regulations and budgets.

B. Assistance to Youth Solutions. The Board shall cooperate with Youth Solutions and, to the extent consistent with applicable law, shall timely furnish Youth Solutions all documents and information necessary for Youth Solutions to properly perform its responsibilities under this Agreement.

C. Unusual Events. The Board agrees to timely notify Youth Solutions of any anticipated or known material: (i) health or safety issues, (ii) labor, employee or funding problems, or (iii) problems of any other type that could reasonably be expected to adversely affect Youth Solutions in complying with its responsibilities under this Agreement.

D. Youth Solutions Office Space. Upon request by Youth Solutions, the Board shall provide Youth Solutions with suitable space at the Academy, provided: (i) the requested space is available and can be provided without materially prejudicing the Educational Program, and (ii) the requested space is used only for activities related to the Academy. The space shall be provided at no cost to Youth Solutions,

E. Retained Authority. The Board shall retain the authority to make reasonable regulations in accordance with applicable law relative to anything necessary for the proper establishment, maintenance, management, and operation of the Academy, including, without limitation, regulations relative to the conduct of pupils while in attendance at the Academy or en route to and from the Academy.

ARTICLE V

SOLICITATION AND USE OF NON-GOVERNMENTAL FUNDS

Youth Solutions must obtain the Board's written approval prior to soliciting any non-governmental grants, donations or contributions on behalf of the Academy. Any such funds so received shall be used solely in accordance with the purpose for which they were solicited, applicable donor restrictions, or as otherwise approved by the Board. Subject to applicable donor restrictions, the Board shall determine the allocation of any funds subject to this Article V that remain unexpended following completion of the project or purpose for which they were originally designated.

ARTICLE VI

FINANCIAL ARRANGEMENTS

A. Revenues. Except as hereinafter provided, all monies received by the Academy shall be deposited in the Academy's depository account within three (3) business days with a financial institution acceptable to the Board; provided, however, that upon receipt of a notice from Youth Solutions, the Academy agrees to pay all such funds owing under this Agreement directly to Youth Solutions. The signatories on the Academy depository account shall solely be Board members or properly designated Board employees. Interest income earned on the Academy depository account shall accrue to the Academy. Except as specifically excluded by the terms of this Agreement, the term "Revenues" shall include all funds received by or on behalf of the Academy, including but not limited to:

1. Funding for public school students enrolled at the Academy.
2. Special education funding provided by federal and/or state governments that is directly allocable to special education students enrolled at the Academy.
3. Gifted and talented funding provided by federal and/or state governments that is directly allocable to gifted and talented students enrolled at the Academy.
4. At-risk funding provided by federal and/or state governments that is directly allocable to at-risk students enrolled at the Academy.
5. Funding provided by federal and/or state governments that is directly allocable to students enrolled at the Academy with limited English proficiency.
6. All other federal and/or state grant sources, including, but not limited to, Title I and any start up funding allocable to the Academy.
7. All other grants and donations received by the Academy to support or carry out programs at the Academy (except to the extent Youth Solutions is not required or involved in soliciting, administering or managing the contribution and/or donation).
8. Fees charged to students as permitted by law for extra services approved by the Board.

The Revenues shall be expended by Youth Solutions in accordance with the Budget and as otherwise authorized by the Board. The expenditure of Revenues received from governmental entities shall be consistent with all applicable regulations and policies. The expenditure of Revenues received from non-governmental grants, contributions and donations shall be made consistent with the provisions of Article V.

B. Budget.

1. Budget. Youth Solutions shall provide the Board with an annual proposed Budget prepared and maintained in accordance with the Budgeting and Accounting Act and the

Academy's Charter. The proposed Budget shall include all of the Academy's projected revenues and expenses at the object level as described in the Michigan Department of Education's Michigan School Accounting Manual. For the Academy's school year commencing July 1, 2013,, the proposed Budget shall be submitted prior to the beginning of the school year. Thereafter, the proposed Budget shall be submitted to the Board prior to June 1st for the next school year.

2. Review and Approval of Budget. The Board shall be responsible for reviewing and approving the Budget in accordance with the Charter and applicable law. The Budget shall be amended from time to time as necessary to comply with the Budgeting and Accounting Act.

3. Board Spending Account. Notwithstanding any other provision of this Agreement, each school year during the term of this Agreement, Youth Solutions shall pay to the Board an amount equal to (i) 2% of state per pupil aid reflected in the Budget for that respective school year (the "Board Spending Account"). The aforesaid amount shall be deposited by Youth Solutions into the Board Spending Account pro-rata during the course of the Academy's school year as Revenues are received. All funds in the Board Spending Account are the property of the Academy and may be used by the Academy at the discretion of the Board. Funds in the Board Spending Account that are not spent by the Academy during the school year shall carry over to the Academy's next school year.

C. Fee. Youth Solutions shall receive all Revenues as its Management Fee (the "Fee"), from which it shall pay all operating costs of the Academy as detailed in the Budget. Youth Solutions and the Board acknowledge that operating costs include an administrative fee of 3% payable to the Authorizer as set forth in the Contract. It is anticipated that Youth Solutions will be paid its Fee on the same frequency that the Academy receives its Revenues. Youth Solutions shall be entitled to retain as compensation for its services rendered pursuant to this Agreement the difference, if any, between the amount of the Fee and the amount actually expended by Youth Solutions in operation and management of the Academy during the Academy's fiscal year.

D. Availability of Funds. Except as specifically set forth in this Agreement, Youth Solutions shall only be required to perform its responsibilities under this Agreement to the extent that there are sufficient Revenues to make payments in accordance with the terms of the Budget.

E. Other Schools. The Academy acknowledges that Youth Solutions has entered into, and in the future may enter into, similar management agreements with other schools. Youth Solutions shall maintain separate accounts for expenses incurred in the operation of the Academy and the other schools managed by Youth Solutions, and shall reflect in the Academy's financial records only those expenses incurred in the operation of the Academy. If Youth Solutions incurs expenses that are for both the benefit of the Academy and other schools managed by Youth Solutions, then Youth Solutions shall allocate, to the extent permitted by law, such expenses among all such affected schools, including the Academy, on a prorated basis based upon the number of enrolled students, the number of classrooms, or the number of teachers at the affected schools, or on such other equitable basis.

F. Financial Reporting. Youth Solutions shall provide the Board with:

1. The annual proposed Budget as required by the terms of this Agreement.
2. Statements of Revenues, Expenditures and Changes in Fund Balance detailing all revenues received, and all expenditures for services rendered or expenses incurred in operation of the Academy, whether incurred on-site or off-site, at each regularly scheduled Board meeting. The Statements of Revenues, Expenditures and Changes in Fund Balance shall include detail of budget to actual revenue and expenditures with an explanation of variances.
3. Written reports on Academy operations and student performance shall be provided to the Board quarterly, unless otherwise reasonably requested by the Board.
4. Such other information as the Board may reasonably request to enable the Board to (i) evaluate the quality of the services provided by Youth Solutions to the Academy, and (ii) timely provide all reports and information that the Academy is required to provide pursuant to the Charter and applicable law.

G. Access to Records. Youth Solutions shall keep accurate financial records pertaining to its operation of the Academy, together with all Academy financial records prepared by or in possession of Youth Solutions, and shall retain all of the required records according to the Charter and applicable law to which such books, accounts, and records relate. Youth Solutions and the Board shall maintain the confidentiality of personnel, students, and other records as required by law.

H. Accounting Standards/Annual Audit.

1. Accounting Standards. The Academy shall at all times comply with generally accepted public sector accounting principles, accounting system requirements of the State School Aid Act of 1979, as amended, and applicable Michigan Department of Education rules.
2. Annual Audit. The Board shall select and retain an independent auditor to conduct an annual audit of the Academy's financial matters in accordance with the Charter and applicable law. Subject to applicable law, all records in the possession or control of Youth Solutions relating to the Academy, including, but not limited to, financial records, shall be made available to the Academy and the Academy's independent auditor.

I. Transition Costs/Youth Solutions Contribution. If requested by the Board, Youth Solutions shall provide reasonable transition funds for (i) the development of curriculum, a technology system and a school operations plan; (ii) recruiting, selecting and training of staff members; and (iii) cleaning, renovating (to the extent necessary as reasonably determined by Youth Solutions) and equipping of the Academy facility. In addition, Youth Solutions may, but need not, make contributions to the Academy in the event Academy expenses exceed revenues (the "Contributions"). Youth Solutions' Contributions, if any, shall be in amounts acceptable to Youth Solutions and the Board and shall be included in the Budget. The Academy shall not be legally obligated to repay Youth Solutions for Youth Solutions' Contributions made to or on behalf of the Academy. Youth Solutions' agreement to make such Contributions shall not be

deemed to negate or mitigate the need for the Academy to apply for or solicit state or federal start-up funds, grants or sub-grants which the Academy, as a public school, may be eligible to receive.

ARTICLE VII

PERSONNEL & TRAINING

A. Personnel. Youth Solutions shall select and hire qualified personnel to perform services at the Academy. Subject to the oversight of the Board, Youth Solutions shall have the responsibility and authority, subject to subparagraphs B, C and D below, to select, hire, evaluate, assign, discipline, transfer, and terminate personnel consistent with the Budget and applicable law. Personnel working at the Academy shall be employees of Youth Solutions unless otherwise agreed by Youth Solutions and the Board. Each party shall be responsible for their respective employees. However, the compensation of all employees working at the Academy shall be included in the Budget. Upon Board request, Youth Solutions shall disclose to the Board the level of compensation and fringe benefits provided by Youth Solutions to Youth Solutions employees working at the Academy. A criminal background check and unprofessional conduct search by Youth Solutions in compliance with applicable law shall be conditions for the hiring of or services provided by any person who will or may be reasonably expected to have unsupervised access to and the care, custody or control of, any Academy student(s).

B. School Administrator. The Academy Administrator (the "Administrator") shall be an employee of Youth Solutions and not the Academy. The duties and terms of the Administrator's employment shall be determined by Youth Solutions. The Administrator shall work for Youth Solutions in the operation and management of the Academy subject to the oversight of the Board. The accountability of Youth Solutions to the Academy is an essential foundation of this Agreement. Since the Administrator is critical in the Academy's success, Youth-Solutions shall have the authority, consistent with subparagraph A above, to select, hire, evaluate, assign, discipline, transfer and terminate the Administrator, and to hold the Administrator accountable for the performance of the Academy. Youth Solutions shall consult with the Board prior to the placement and/or removal of the Administrator at the Academy. Youth Solutions shall give due consideration to the input, if any, of the Board or Board's designated representative prior to making a final decision regarding placement and/or removal of the Administrator at the Academy. Youth Solutions shall remove the Administrator from the Academy if the Board is reasonably dissatisfied with the Administrator's performance. Absent compelling circumstances, however, the Board shall give Youth Solutions and the Administrator six (6) months to correct the basis for the Board's reasonable dissatisfaction. The parties agree that the purpose of the above provisions is not to deny the Administrator the opportunity for growth and/or promotion within Youth Solutions. Notwithstanding any of the foregoing, the placement of the initial Administrator for a new Academy shall be made by Youth Solutions.

C. Teachers. Youth Solutions shall, consistent with subparagraph A above, provide the Academy with teachers qualified to teach their assigned subjects and grade level. The curriculum taught by the teachers shall be consistent with the Educational Program. The teachers may, at the discretion of Youth Solutions, work at the Academy on a full or part time basis. If working at the Academy on a part time basis, the teacher(s) may also work at other schools

managed or operated by Youth Solutions. The cost for such teacher(s) shall be shared proportionately among the schools at which the teacher(s) are working. Each teacher working at the Academy shall hold a valid teaching certificate issued by the state board of education or applicable state agency to the extent required by the Code.

D. Administrator and Teacher Evaluation Systems. Youth Solutions shall adopt and implement for all school administrators and teachers a rigorous, transparent, and fair performance evaluation system that complies with sections 1249 and 1250 of the Code.

E. Support Staff. Youth Solutions shall, consistent with subparagraph A above, provide the Academy with qualified support staff as needed to operate the Academy in an efficient manner. The support staff may, at the discretion of Youth Solutions, work at the Academy on a full or part time basis. If assigned to the Academy on a part time basis, the support staff may also work at other schools managed or operated by Youth Solutions. The cost for such support staff shall be shared proportionately among the schools at which the support staff is working. An individual who provides a service to students in the Academy that is not teaching, and for which a license is required under Michigan law, must have the appropriate license to provide the service in Michigan.

F. Training. Youth Solutions shall provide training in its methods, curriculum, program, and technology to all teaching personnel on a regular basis. Instructional personnel shall receive at least the minimum hours of professional development as required by the Code. Non-instructional personnel shall receive training as Youth Solutions determines reasonable and necessary under the circumstances.

G. Background Checks and Qualifications. Youth Solutions shall comply with Michigan law regarding background checks, unprofessional conduct searches and certification/licensure, as applicable, for all persons working in the Academy.

H. Terms of Employment. No member of the staff at the Academy shall be subject to any covenant not to compete or other employment restriction as part of the terms of his or her employment with Youth Solutions for services at the Academy.

I. Limitations on Discretion. All decisions made by Youth Solutions, and any discretion exercised by Youth Solutions, in its selection, hiring, evaluation, assignment, discipline, transfer, and termination of personnel, shall be consistent with the Budget, the parameters adopted and included in the Educational Program, and applicable law.

ARTICLE VIII

TERMINATION OF AGREEMENT

A. Termination.

1. By Youth Solutions. Youth Solutions may, at its option, terminate this Agreement prior to the end of the term specified in Article II in the event the Board fails to remedy a material breach within thirty (30) days after notice from Youth Solutions. A material breach includes, but is not limited to, Youth Solutions' failure to receive for any reason

compensation or reimbursement as required by the terms of this Agreement or the Academy's loss or suspension of its Charter.

2. By Academy. The Academy may terminate this Agreement prior to the end of the term specified in Article II in the event that Youth Solutions shall fail to remedy a material breach within thirty (30) days after notice from the Board. A material breach includes, but is not limited to: (i) failure to account for its expenditures or to pay Academy operating costs in accordance with the terms of the Budget (provided funds are available to do so), (ii) failure to follow policies, procedures, rules, regulations or curriculum duly adopted by the Board that are not in violation of the Charter, this Agreement, or applicable law, (iii) receipt by the Board of unsatisfactory reports from Youth Solutions or from an educational consultant retained by the Board about matters concerning Youth Solutions' performance or the performance of the Academy that are not adequately corrected or explained; or (iv) if this Agreement or its implementation would serve as grounds for revocation of the Charter or would otherwise jeopardize tax exemptions or nonprofit tax status of the Academy.

3. Revocation or Termination of Charter. If the Academy's Charter issued by the Authorizer is revoked or terminated, this Agreement shall automatically terminate on the same date as the Academy's Charter is revoked or terminated without further action of the parties.

B. Termination/Expiration.

1. Effective Date of Termination. In the event this Agreement is terminated by either party prior to the end of the term specified in Article II, absent a material breach or unusual and compelling circumstances, the termination will not become effective until the end of the then current school year in which the notice of termination is issued.

2. Removal of Personal Property. Upon termination of this Agreement for any reason, the Academy shall have the right at its sole option, exercisable by written notice to Youth Solutions delivered within thirty (30) days of the final date of termination, to (i) have personal property leases relating to operation of the Academy assigned to and assumed by the Academy, to the extent permitted by the terms thereof and to the extent that such a right can be negotiated into any leases, and (ii) purchase personal property owned by Youth Solutions and used exclusively or primarily in connection with the operation of the Academy. The purchase price for any such owned assets acquired under clause (ii) above shall be the "remaining cost basis" of such assets (as that term is defined below) at the time of purchase. This Article VIII, Section B.2. shall survive any expiration or termination of this Agreement. All personal property shall be delivered to the Academy in good, working order.

For purposes of this Agreement, the "remaining cost basis" of such personal property shall be calculated based upon the straight line method of depreciation over the life of such property, as established by the following property classifications: computers and software, three (3) years; furniture, fixtures and textbooks, five (5) years; buildings or leasehold improvements, twenty (20) years. Depreciation will begin on the date that each item of personal property was acquired by Youth Solutions.

3. Amounts Due upon Termination or Expiration. Except as otherwise provided in this Agreement or unless otherwise agreed to in writing by Youth Solutions, upon termination or expiration of this Agreement for any reason, the Academy shall pay or reimburse Youth Solutions for: (i) the prepaid portion of any reasonable expenses approved by the Board and paid by Youth Solutions in accordance with the Budget; and (ii) for any outstanding liabilities that have been incurred by Youth Solutions as of the effective date of the termination of this Agreement in accordance with the budget or as a result of Youth Solutions' obligations under this Agreement. Youth Solutions will provide the Academy with written documentation of all such amounts.

4. Transition. Youth Solutions, for a fee reasonably acceptable to Youth Solutions, shall assist the Academy for a period not to exceed ninety (90) days following the effective date of termination of this Agreement, with the Academy's transition to another entity providing administrative or managerial services.

ARTICLE IX

CONFIDENTIALITY AND DATA SECURITY

A. Commitment to Preserve. Youth Solutions agrees that it shall observe the policies and directives of the Academy to preserve the confidentiality of Covered Data and Information (defined below) to the extent that Youth Solutions, its officers, directors, employees or designated agents are permitted to access Covered Data and Information in the course of performing services under this Agreement.

B. Covered Data and Information (CDI). CDI includes paper and electronic student education and/or medical record information supplied by the Academy and/or its students or parents/guardians to Youth Solutions and includes, without limitation, "education records" and "education record information" as defined under FERPA and IDEA; "protected health information" as defined under HIPAA, "relevant records" as defined under Section 504 under IDEA; and social security numbers. CDI also includes any now records created and maintained by Youth Solutions under this Agreement using CDI.

C. Acknowledgement of Access to CDI. Youth Solutions acknowledges that this Agreement allows Youth Solutions (its employees and agents) access to CDI, which the Academy may have the ultimate legal responsibility to maintain in a confidential and secure fashion. Accordingly, Youth Solutions (its employees and agents) shall provide the Academy with control over the CDI sufficient to satisfy all applicable legal and regulatory standards. In any event, Youth Solutions (its employees and agents) shall at all times make CDI available to the Academy within a reasonable time of receiving a request for same.

D. Prohibition on Unauthorized Use or Disclosure of CDI. Youth Solutions (its employees and agents) agrees to hold CDI in strict confidence. Youth Solutions (its employees and agents) shall not use or disclose CDI received from or on behalf of the Academy except as permitted or required by this Agreement, as required or authorized by law, or as otherwise authorized in writing by the Academy, a parent/guardian, or eligible student. Youth Solutions agrees that it will protect the CDI it receives from or on behalf of the Academy according to

commercially acceptable standards and no less rigorously than it protects its own confidential information. Youth Solutions shall ensure that any employee or agent, including a subcontractor or Business Associate (as defined in HIPAA), to whom it provides CDI under this Agreement, understands and agrees to the same restrictions and conditions pertaining to use and disclosure of CDI that apply to Youth Solutions under this Agreement.

E. Return or Destruction of CDI. Upon termination or other conclusion of this Agreement, Youth Vision Solutions (its employees and agents) shall return all CDI to the Academy.

F. Maintenance of the Security of Electronic Information. Youth Solutions (its employees and agents) shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all CDI received from, or on behalf of the Academy or its students. These measures will be extended by contract to all agents, including subcontractors or Business Associates, used by Youth Solutions.

G. Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information. Youth Solutions, within two business days of discovery, shall report to the Academy any use or disclosure of CDI not authorized by this Agreement or by the Academy in writing. Youth Solutions' report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Youth Solutions has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Youth Solutions has taken or shall take to prevent future similar unauthorized use or disclosure. Youth Solutions shall provide such other information, including a written report, as reasonably requested by the Academy.

H. Remedies.

1. Notice and Opportunity to Cure. If the Academy reasonably determines in good faith that Youth Solutions has materially breached any of its obligations under the data security provisions of this Agreement, the Academy, in its sole discretion, shall have the right to require Youth Solutions to submit to a plan of monitoring and reporting; provide Youth Solutions with a fifteen (15) day period to cure the breach; or terminate the Agreement immediately if cure is not possible. Before exercising any of these options, the Academy shall provide written notice to Youth Solutions describing the violation and the action it intends to take.

2. Statutory/Regulatory Penalties. In addition, the parties understand and agree that Youth Solutions is subject to any penalties for unauthorized disclosures or misuse of CDI that are or may be imposed, from time to time, under applicable law including, without limitation, that Youth Solutions may be prohibited by law from accessing CDI for defined periods of time following any unauthorized disclosure or misuse of CDI, which shall constitute a material breach of this Agreement.

I. Amendment for Compliance. If the Academy believes in good faith that any data security provision of the Agreement fails to comply with applicable laws or regulations, the Academy shall notify Youth Solutions in writing. Within thirty (30) business days of receipt of such notice by Youth Solutions, the parties shall address in good faith the expressed concern(s) and shall amend the terms of this Agreement, if the Academy deems an amendment necessary to bring the Agreement into compliance with applicable laws and regulations. If after such thirty (30) business day period this Agreement remains non-compliant with applicable laws or regulations with respect to the concern(s) raised under this Section, the Academy shall have the right to immediately terminate this Agreement upon written notice to Youth Solutions.

ARTICLE X

INSURANCE

A. Insurance Coverage. Youth Solutions shall maintain such policies of insurance as required by the Charter or applicable law. In addition, Youth Solutions shall maintain an umbrella liability policy of not less than two million dollars (\$2,000,000.00) (or such greater amount if required by the terms of the Charter or applicable law) with the Academy listed as an additional insured. Each party shall maintain general liability insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence (or such greater amount if required by the terms of the Charter or applicable law), with the other party listed as an additional insured. The Academy shall maintain insurance on its facility and related capital items leased by the Academy, all as required by the terms of the Academy's lease(s). Each party shall, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this paragraph. In the event that the Contract requires a change in coverage by Youth Solutions, Youth Solutions agrees to comply with any change in the type and amount of coverage required by the Contract within thirty (30) days after notice of the insurance coverage change is provided to Youth Solutions. Each party shall comply with any information or reporting requirements required by the other party's insurer(s), to the extent reasonably practicable.

B. Workers' Compensation Insurance. Each party shall maintain workers' compensation insurance as required by law, covering their respective employees.

ARTICLE XI

WARRANTIES AND REPRESENTATIONS

A. Academy Warranties and Representations. The Board warrants and represents that, on behalf of and in the name of the Academy, it has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement. The Board warrants that its actions have been duly and validly authorized, and that it will adopt any and all resolutions or expenditure approvals required for execution of this Agreement.

B. Youth Solutions' Warranties and Representations. Youth Solutions warrants and represents that it is a corporation in good standing and is authorized to conduct business in the

State of Michigan. Youth Solutions will comply with all registration and licensing requirements relating to conducting business under this Agreement. The Board agrees to assist Youth Solutions in applying for such licenses and permits and in obtaining such approvals and consents.

C. Mutual Warranties. The Board, on behalf of the Academy, and Youth Solutions mutually warrant to the other that there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

ARTICLE XII

INDEMNIFICATION

Indemnification of Grand Valley State University. The parties acknowledge and agree that the Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify and hold harmless Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of Grand Valley State University, which arise out of or are in any manner connected with Grand Valley State University Board's approval of the Application, the University Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance by Grand Valley State University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy or the ESP, or which arise out of the failure of the Academy to perform its obligations under the Contract issued to the Academy by Grand Valley State University Board of Trustees. The parties expressly acknowledge and agree that Grand Valley State University and its Board of Trustee members, officers, employees, agents or representatives may commence legal action against either party to enforce its rights as set forth in this Agreement.

ARTICLE XIII

MISCELLANEOUS

A. Entire Agreement. This Agreement and any attachments to this Agreement shall constitute the entire agreement of the parties on the subject matter set forth in this Agreement.

This Agreement supersedes and replaces any and all prior agreements and understandings between the Academy and Youth Solutions.

B. Force Majeure. Notwithstanding any other sections of this Agreement, neither party shall be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, embargo, fire, explosion, sabotage, flood, accident, labor strike, or other acts beyond its reasonable control; provided either party may terminate this Agreement in accordance with the termination provisions contained in this Agreement if sufficient grounds exist as provided in the Article governing termination.

C. State Governing Law/Waiver of Jury Trial. The rights of all parties hereto shall be subject to the jurisdiction of courts located in Wayne County, Michigan, and be construed according to the laws of the State of Michigan without regard to conflict of law principles. Youth Solutions and the Academy hereby waive the right to a jury trial in any action, proceeding or counterclaim brought by either Youth Solutions or the Academy against the other.

D. Official Notices. All notices and other communications required by the terms of Agreement shall be in writing and sent to the parties hereto at the facsimile number or address set forth below. Notice may be given by (i) facsimile with written evidence of confirmed receipt by the receiving party of the entire notice, (ii) certified or registered mail, postage prepaid, return receipt requested, or (iii) personal delivery. Notice shall be deemed to have been given on the date of transmittal if given by facsimile, or upon the date of postmark if sent by certified or registered mail, or upon the date of delivery if given by personal delivery. Notices to the Academy shall be sent to the current address of the then current Board president, with a copy to the then current Board attorney. The addresses of the parties hereto for the purposes aforesaid, inclusive of the address of the initial Board president, are as follows:

The Academy:

Attn: President, Board of Directors

Detroit, Michigan
Telephone:
Facsimile:

WITH A COPY TO:
Seymour M. Nayer
Plunkett Cooney
38505 Woodward Avenue
Suite 2000
Bloomfield Hills, MI 48304
Telephone: (248) 901-4012
Facsimile: (248) 901-4040

Detroit, Michigan
Telephone:
Facsimile:

Youth Solutions: Youth Visions Solutions, Inc.
Attn:

Detroit, Michigan
Telephone: (313)
Facsimile: (313)

WITH A COPY TO:
Joseph B. Urban
Clark Hill PLC
151 S. Old Woodward Avenue
Suite 200
Birmingham, MI 48009
Telephone: (248) 988-1829
Facsimile: (248) 988-1827

E. Assignment. Youth Solutions may assign this Agreement with the prior written approval of the Board.

F. Amendment. This Agreement shall not be altered, amended, modified or supplemented except by memorandum approved by the Board and signed by both an authorized officer of the Academy and an authorized officer of Youth Solutions.

G. Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

H. Cost and Expenses. If any party commences an action against another party as a result of a breach or alleged breach of this Agreement, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

I. Severability. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms and provisions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their best efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term or provision.

J. Delegation of Authority. Nothing in this Agreement shall be construed as delegating to Youth Solutions any powers or authority of the Board which are not subject to delegation by the Board under the Charter or applicable law.

K. Compliance with Law. The parties to this Agreement agree to comply with the Charter and all applicable law.

L. Compliance with Academy's Charter. Youth Solutions agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Academy's Charter issued by the Authorizer. The provisions of the Academy's Charter shall supersede any competing or conflicting provisions contained in this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

Dated: June 11, 2013

YOUTH VISION SOLUTIONS, INC., a
Michigan non-profit corporation

By: Alan G. Zoom

Its: _____

Dated: 6/11/13

COVENANT HOUSE ACADEMY DETROIT

By: Carole Abner

Its: _____

SCHEDULE A

1. Copy of the Charter Contract
2. Copies of the executed Constitutional Oath of public office form for each serving Director
3. List of currently serving Directors with name, address, and term of office
4. Copy of the Academy Board's meeting calendar
5. Copy of public notice for all Academy Board meetings
6. Copy of Academy Board meeting agendas
7. Copy of Academy Board meeting minutes
8. Copy of Academy Board approved budget and amendments to the budget
9. List of bills paid for amounts of \$10,000.00 or more as submitted to the Academy Board
10. Copy of the quarterly financial reports submitted to the Authorizing Body
11. Copy of curriculum and other educational materials given to the Authorizing Body
12. Copy of School improvement plan (if required)
13. Copies of facility leases, mortgages, modular leases and/or deeds related to the Academy's physical plant
14. Copies of equipment leases
15. Proof of ownership for Academy owned vehicles and portable buildings
16. Copy of Academy Board approved management contract with Youth Solutions
17. Copy of Academy Board approved services contract(s)
18. Office of Fire Safety certificate of occupancy for all Academy facilities
19. MDE letter of continuous use (if required)
20. Local County Health Department food service permit (if required)
21. Asbestos inspection report and asbestos management plan (if required)
22. Boiler inspection certificate and lead based paint survey (if required)

23. Phase I environmental report (if required)
24. List of current Academy teachers and school administrators with their individual salaries as submitted to the Registry of Educational Personnel
25. Copies of administrator and teacher certificates or permits for all current administrative and teaching staff
26. Evidence of fingerprinting, criminal back-ground and record checks and unprofessional conduct check required by the Code for all Academy teachers and administrators
27. Academy Board approved policies
28. Copy of the annual financial audit and any management letters issued to the Academy Board as part of the audit
29. Proof of insurance as required by the Contract
30. Any other information specifically required under Public Act 277 of 2011
31. Any information needed by the Academy in order to comply with its obligations to disclose the above-referenced information.

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SCHEDULE 7

ACADEMY SPECIFIC INFORMATION & EDUCATIONAL PROGRAM

SCHEDULE 7-1

EDUCATIONAL GOALS AND PROGRAMS

SCHEDULE 7-1

EDUCATIONAL GOALS

Standards for Schools Serving Students from Ninth to Twelfth Grade - Covenant House Academy Detroit:

Standard #1: For all pupils enrolled for a full academic year, the public school academy will meet or exceed its select peer district's average composite ACT performance. A select peer district is the school district Grand Valley State University identifies as a reasonable comparison district for the public school academy.

Standard #2: The public school academy will meet or exceed its select peer district's six (6) year cohort graduation rate as reported by the MDE.

Standard #3: For all pupils enrolled for a full academic year, the Fall to Spring growth rate for all grades in reading, math, and language usage on the Northwest Evaluation Association Measure of Academic Progress will fall at the fiftieth percentile or higher.

Date: 6/11/2013



Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the Covenant House Academy Central Board of Directors at a properly noticed open meeting held on the 11th day of June, 2013, at which a quorum was present.



Board Secretary

SCHEDULE 7-2

CURRICULUM



Covenant House Academy

Detroit

2959 Martin Luther King, Jr., Blvd.

Detroit, MI 48208

High School Curriculum Guide
(2014-2017)

www.covenanthouseacademies.org

Curriculum Summary

The Covenant House Academy Detroit has developed a blended learning curriculum that addresses the individualized learning needs of at-risk students. The flexible school schedule is designed for the students to pursue their high school diploma and their need for strong communication and relationship skills necessary for the world of work and a successful life.

Students will earn credits toward a high school diploma by participating in both face-to-face and online learning. The coursework will be completed using an anywhere, anytime, anyplace and any place approach to online course delivery. Their learning will be strengthened by highly qualified certified teachers who will individualize and customize their instruction according to the needs of the students' Educational Development Plan. The mentors and pupil support staff will support the social, emotional, safety and well-being of the students.

Covenant House Academy Detroit has selected the course provider, Edgenuity (Education 2020), with a respected history of 14 years of serving more than 800 school districts and 2500 schools in 39 states, and a consistent, routine process of collecting evidence of growth in personal and academic dimensions. Education 2020 permits pre-assessments so students are given credit for concepts and skills they already have, add prerequisite lessons or advanced to the next lesson or course.

Mission Statement

The Covenant House Academy Detroit provides high school dropouts and at-risk youth in our communities with new opportunities to earn a high school diploma, improve their life skills and the academic foundation to continue on to higher education or post-secondary skills training. Aided with a compassionate and caring staff, the schools prevent poverty, underachievement and homelessness while offering hope, encouragement and a better chance for future success.

Vision Statement

Covenant House Academy Detroit is committed to providing Excellence in Education for all students. The school will design programs and learning experiences that promote academic achievement and the personal and social growth of every student. As a richly diverse community of learners that values all its members, the school will assume a central role in the community by linking parents, local agencies and businesses to the school.

Covenant House Academy Detroit will provide a safe and productive learning environment in which students can communicate effectively, think critically, solve problems and are technologically literate through a variety of activities. Through a challenging course of study with high standards, students will become responsible learners who can not only work collaboratively, but also be accountable for their own academic and developmental progress. Covenant House Academy Detroit students' will graduate as lifelong learners who will make valuable contributions to society. Through the collaboration of school, home and community, every graduate be well prepared for the demands of the 21st century.

Covenant House Academy Detroit's mission is to engage, motivate, and provide youth with a positive environment, focusing on academic achievement and life skills that will inspire students to become productive individuals in a global society.

Postsecondary (Dual) Enrollment

The Postsecondary Enrollment Options Act and the Career and Technical Preparation Act encourage and enable qualified students to enroll in courses or programs in certain postsecondary institutions such as state universities, community colleges or non-profit, degree granting colleges or universities located within Michigan. Through this program, students may elect to take college level courses that could satisfy both high school and college credit requirements. Available subject areas and criteria for entrance are determined by participating universities. To qualify for payment of tuition and fees for dual enrollment, all of the following conditions must be met:

- The student must be a junior or senior and must not have completed all graduation requirements
- The student must achieve a qualifying score on the Michigan Merit Exam
- The college course cannot be offered by CHA Detroit
- The college course must be an academic course
- A minimum of 50% of the college classes must take place during the months of August- June
- the student must successfully complete college with a minimum grade of C.

Special Education

Covenant House Academy Detroit, offers a full complement of services for students with disabilities. These may include evaluation, eligibility, programs, related services (i.e. speech/social work, etc.), and specialized transportation and transition services. The Individuals

with Disabilities Act (IDEA) outlines the legal guidelines for procedures involving programs and services for eligible students from birth to 26 years of age. Child Find is a component of IDEA that requires states to identify, locate, and evaluate all children with disabilities, aged birth to 26, who are in need of early intervention or special education services.

Students will receive educational services in the Resource Room and the general education classroom. The following interventions will be required:

Special Education services for the impairment will be delivered in the Resource Room as determined by the IEP;

- Special Education students will receive services in the general education classes that are not inclusive of the IEP;
- Special Education students will be encouraged to participate in school activities and events;
- Collaboration between the Special Education and General Education Teacher, as applicable;
- Special Education Teachers will receive progress for the IEP goals from the Special Education Teachers and the general education teachers;
- Disciplinary issues will include counseling and in-house suspension, as applicable;
- Chronic discipline problems will require a Behavior Intervention Plan;
- The attendance for education students will be monitored to ensure success with the student's education goals;
- Documentation of accommodations and modifications at the classroom level
- Special Education Teacher certification with a content area endorsement
- Professional Development as supported by the ISD and other local area training

Graduation

The educational model for Covenant House Academy Detroit serves students 16-22 years of age and offers a high school diploma upon meeting the academies' graduation requirements.

Typically, all of the students have entered the ninth grade at a previous school or schools and have since dropped out. The profiles of the students entering the Covenant House Academies range from students with ninth grade through senior credits, ages 16-22, and all with various ability levels.

Graduation Requirements

The standards are outlined in the Common Core and High School Content Expectations (HSCE). The subject areas of English Language Arts, Science, Social Studies, Math, World Language, Arts, and Physical Education/Wellness will be taught by highly qualified, master teachers. In a traditional school, topics within a discipline are assigned to a course title such as “English” or “Biology.” In the proposed school, courses may be organized in different ways to accommodate the needs of the students and their progress in meeting the standards. Although students may be primarily grouped by age into grades 9-12, the movement of students through the curriculum will be based strictly on their individual progress.

Michigan Merit Curriculum

MMC Mathematics-4cr	MMC Science-3cr	MMC Social Studies-3cr	MMC English Language Arts-4cr
Algebra I	Biology	US History and Geography	ELA 9
Geometry	Physics or Chemistry	World History and Geography	ELA 10
Algebra II	Environmental Science	.5 credit in Civics	ELA 11
Personal Finance or Business Accounting		.5 credit in Economics	ELA 12

MMC Physical Education and Health-1 credit	*MMC Online Learning Experience-1 credit	**MMC Language other than English-2 credits
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*The Michigan Merit Curriculum guidelines for online learning require that students:

- Take an online course, or
- Participate in an online experience, or
- Participate in online experiences incorporated into each of the required credit courses of the Michigan Merit Curriculum.

CHA Detroit's blended learning model incorporates online learning experiences in each of the required credit courses of the Michigan Merit Curriculum through the researched based, online delivery course curriculum Edgenuity (formerly known as E2020).

****Applies to the graduating class of 2016 and beyond**

Class Standing According to Credits Earned in the Core Areas

Class Standing	Grade Level	Credits Earned Range
Freshman	Ninth (9)	0-5
Sophomore	Tenth (10)	5.5-10.5
Junior	Eleventh (11)	11-16
Senior	Twelfth (12)	16.5-22

Blended Learning

The curriculum will be delivered through a blended learning model. The students will have the option of taking courses in an online electronic delivery format via Education 2020 with certified teachers available to assist with the teaching and learning process or taking courses in the traditional instructional setting with certified and highly qualified teachers.

Testing

Michigan Merit Exam (Grades 11 and 12, based on credits earned by credits): Students must complete the State of Michigan High School Michigan Merit Exam (MME) in order to comply with the District's requirements for graduation. The MME is comprised of the ACT plus Writing, the ACT Work Keys, and the MME. Students must take all portions as directed the State Department of Education to comply with this requirement. By participating, students meet one of the requirements for eligibility for the Michigan Promise Scholarship. The exams will be administered during the school day, within a testing window of dates designated by the State Department of Education.

ACT (Grades 11 and 12, based on credits earned): The American College Test is required by most Michigan four-year colleges and universities. It measures student achievement in English, Math, Reading and Science reasoning. It is recommended that juniors take the ACT in December with an additional opportunity to test at no charge when they take the ACT/MME in March. Seniors may want to retest in October to try to improve a previous score. The ACT and SAT are given on Saturdays several times during the school year

NWEA (9-12 by credits): The Northwest Evaluation Assessment, that measures student growth and achievement in the areas of reading and math. The test is administered on a quarterly basis for a total of four times per year.

Course offerings

Covenant House Curriculum (Edgenuity)

Course Overview and Syllabus

Common Core Algebra I

Course Number: MA2003CC

Grade level: 9

Credits: 1.0

Prerequisite Courses: Common Core Mathematics 8

Course Description

This course begins with a brief review of what students should already know about linear equations, with a focus on analyzing and explaining the process of solving equations. Students develop a strong foundation in working with linear equations in all forms, extending solution techniques to simple equations with exponents. Students explore functions, including notation, domain and range, multiple representations, and modeling. Through the comparison of linear and exponential functions, students contrast the concepts of additive and multiplicative change. Students then apply what they have learned to linear models of data, analyzing scatter plots and using lines of best fit to apply regression techniques. The course closes with an exploration of rational exponents, quadratic and exponential expressions, and an introduction to non-linear functions, with a heavy emphasis on quadratics.

Course Objectives

Throughout the course, you will meet the following goals:

- Analyze and interpret the structure of expressions and write expressions in equivalent forms to solve problems
- Communicate effectively using graphic, numeric, symbolic, and verbal representations
- Recognize the graph of given data as being linear, quadratic, or exponential
- Solve equations and inequalities in one variable and represent and solve equations and inequalities graphically
- Create and solve equations that describe numbers or relationships
- Model and solve problems with linear systems graphically

Student Expectations

This course requires the same level of commitment from you as a traditional classroom course would. Throughout the course, you are expected to spend approximately 5–7 hours per week online on the following activities:

- Interactive lessons that include a mixture of instructional videos and tasks

- Assignments in which you apply and extend learning in each lesson
- Assessments including quizzes, tests, and cumulative exams

Common Core Algebra II

Course Number: MA1103CC

Grade level: 11

Credits: 1.0

Prerequisite Courses: Common Core Geometry

Course Description

This course focuses on the four critical areas of the Common Core model pathway for Algebra II: functions, polynomials, periodic phenomenon, and collecting and analyzing data. The course begins with a review of linear and quadratic functions to solidify a foundation for learning these new functions. Students will make connections between verbal, numeric, algebraic, and graphical representations of functions, and apply this knowledge as they create equations and inequalities that can be used to model and solve mathematical and real world problems. As students refine and expand their algebraic skills, they draw analogies between the operations and field properties of real numbers and those of complex numbers and algebraic expressions.

Course Objectives

Throughout the course, you will meet the following goals:

- Analyze and interpret the structure of expressions and write expressions in equivalent forms to solve problems
- Communicate effectively using graphic, numeric, symbolic, and verbal representations
- Demonstrate an understanding of the relationship between factors of polynomials through problem solving.
- Solve equations and inequalities in one variable and represent and solve equations and inequalities graphically
- Graph inverse and rational functions solve exponential and logarithmic functions
- Create and solve equations that describe numbers or relationships
- Use probability to analyze and assisting in making decisions.

Student Expectations

This course requires the same level of commitment from you as a traditional classroom course would. Throughout the course, you are expected to spend approximately 5–7 hours per week online on the following activities:

- Interactive lessons that include a mixture of instructional videos and tasks
- Assignments in which you apply and extend learning in each lesson
- Assessments including quizzes, tests, and cumulative exams

Biology

Course Number: SC1115

Grade level: 9–10

Credits: 1.0

Prerequisite Courses: None

Course Description

A compelling two-semester course, SC1115 engages students in the study of life and living organisms and examines biology and biochemistry in the real world. This is a two-semester course that encompasses traditional concepts in biology and encourages exploration of new discoveries in this field of science. The components include biochemistry, cell biology, heredity and reproduction, the evolution of life, classification and the first four kingdoms, plant and animal kingdoms, human body systems, and ecology.

Course Objectives

Throughout the course, you will meet the following goals:

- Understand the relationships among living organisms
- Describe the functions and processes that control cellular activities
- Trace the discoveries and scientific thought that increase the application of new technology in the field of DNA and genetics
- Examine the taxonomy that organizes all organisms
- Recognize the structures and functions of systems of the human body
- Relate the interdependence of ecosystems and propose solutions to issues impacting the environment

Student Expectations

This course requires the same level of commitment from you as a traditional classroom course would. Throughout the course, you are expected to spend approximately 5–7 hours per week online on the following activities:

- Interactive lessons that include a mixture of instructional videos and tasks
- Assignments in which you apply and extend learning in each lesson
- Assessments including quizzes, tests, and cumulative exams

Chemistry

Course Number: SC1116

Grade level: 10–11

Credits: 1.0

Prerequisite Courses: None

Course Description

A fascinating look into the composition, structure, and reactions of matter, SC1116 encourages high school students to study of the composition, properties, changes to, and interactions of matter. Over the course of two semesters, students engage in lessons that unlock the mysteries of the elements that make up our planet, covering subject such as atomic structures, the periodic table, and chemical bonding. Compelling course content challenges students and inspires further inquiry into more advanced levels of chemistry.

Course Objectives

Throughout the course, you will meet the following goals:

- Trace the development of the atomic theory
- Understand the composition and properties of matter and the changes that matter goes
- Examine the relationship between the elements on the periodic table
- Describe chemical reactions, interactions, and cause-effect relationships in real-world Applications
- Apply critical thinking, reasoning, and decision making skills to solve problems involving Chemistry
- Understand and appreciate how chemistry affects daily life and society

Student Expectations

This course requires the same level of commitment from you as a traditional classroom course would. Throughout the course, you are expected to spend approximately 5–7 hours per week online on the following activities:

- Interactive lessons that include a mixture of instructional videos and tasks
- Assignments in which you apply and extend learning in each lesson
- Assessments including quizzes, tests, and cumulative exams

Common Core English Language Arts 9

Course Number: SC1113

Grade level: 6–8

Credits: 1.0

Prerequisite Courses: None

Course Description

Students enrolled in this dynamic course will explore the scope of Earth sciences, covering everything from basic structure and rock formation to the incredible and volatile forces that have shaped and changed our planet. As climate change and energy conservation become increasingly more prevalent in the national discourse, it will be important for students to understand the concepts and causes of our changing Earth. Intended for middle school students, SC1113 is a two-semester course that will provide a solid foundation for understanding the physical characteristics that make the planet Earth unique and will examine how these characteristics differ among the planets of our solar system.

Course Objectives

Throughout the course, you will meet the following goals:

- Describe the formation, identification, and utilization of rocks and minerals
- Explain methods for measuring geological time
- Describe the landforms found on Earth and the factors that have caused them to change over time
- Discuss the importance, availability, and use of Earth's water supply
- Describe the use and conservation of resources
- Explain the impact of weather and climate on various regions of the earth
- Relate Earth to larger systems like the solar system, galaxies, and the universe

Student Expectations

This course requires the same level of commitment from you as a traditional classroom course would. Throughout the course, you are expected to spend approximately 5–7 hours per week online on the following activities:

- Interactive lessons that include a mixture of instructional videos and tasks
- Assignments in which you apply and extend learning in each lesson
- Assessments including quizzes, tests, and cumulative exams

Common Core English Language Arts 9

Course Number: ELA2064CC

Grade level: 9

Credits: 1.0

Prerequisite Courses: None

Course Description

This freshman English course provides rigorous training in reading, writing, listening, and speaking. Using the core foundation, the course expands on traditional concepts and applies them to modern 21st century demands. Through assigned reading, the course includes targeted lessons in techniques such as visualizing, making inferences and predictions, and recognizing organizational patterns in online and offline texts. In writing, students apply the writing process, evaluate essays, and learn to use MLA style and documentation. Interactive grammar lessons will strengthen students' grasp of language and improve writing skills.

Course Objectives

Throughout the course, you will meet the following goals:

- Read increasingly complex literature independently with fluency and comprehension
- Understand and analyze literature from various genres
- Communicate effectively through a variety of writing assignments
- Use research skills to access, interpret, and apply information from a variety of sources
- Apply 21st-century skills, which are essential for becoming critical and informed citizens
- Learn transferable vocabulary skills to help interpret unfamiliar words in various contexts
- Learn to use Standard English from a variety of grammar lessons

Student Expectations

This course requires the same level of commitment from you as a traditional classroom course would. Throughout the course, you are expected to spend approximately 5–7 hours per week online on the following activities:

- Interactive lessons that include a mixture of instructional videos and tasks
- Assignments in which you apply and extend learning in each lesson
- Assessments including quizzes, tests, and cumulative exams

Common Core English Language Arts 10

Course Number: ELA2065CC

Grade level: 10

Credits: 1.0

Prerequisite Courses: None

Course Description

Focused on application, this sophomore English course reinforces literary analysis and 21st-century skills with superb pieces of literature and literary nonfiction, application e-resources, and educational interactives. Each thematic unit focuses on specific literary analysis skills and allows students to apply them to a range of genres and text structures. As these units meld modeling and application, they also expand on training in media literacy, 21st-century career skills, and the essentials of grammar and vocabulary. Under the guidance of the eWriting software, students will also compose descriptive, persuasive, expository, literary analyses, research, narrative, and compare-contrast essays.

Course Objectives

Throughout the course, you will meet the following goals:

- Read increasingly complex literature independently with fluency and comprehension
- Create multimedia projects that demonstrate an understanding of literary texts
- Communicate effectively through a variety of writing assignments
- Use research skills to access, interpret, and apply information from a variety of sources
- Analyze content presented in diverse formats to determine how various texts address similar themes/topic
- Apply 21st-century skills, which are essential for becoming critical and informed citizens
- Learn to use Standard English from a variety of grammar lessons

Student Expectations

This course requires the same level of commitment from you as a traditional classroom course would. Throughout the course, you are expected to spend approximately 5–7 hours per week online on the following activities:

- Interactive lessons that include a mixture of instructional videos and tasks
- Assignments in which you apply and extend learning in each lesson
- Assessments including quizzes, tests, and cumulative exams

Common Core English Language Arts 11

Course Number: ELA1093CC

Grade level: 11

Credits: 1.0

Prerequisite Courses: None

Course Description

Focusing on American literature, this junior-level English course takes students on a journey spanning from Native American origin myths to contemporary works. In an engaging course structure, students explore classic American literature in chronological order and within the context of literary eras. Over two semesters, students read and analyze canonical works from authors such as Frederick Douglass, Edgar Allan Poe, Emily Dickinson, Walt Whitman, Nathaniel Hawthorne, Kate Chopin, F. Scott Fitzgerald, and Langston Hughes. In addition to the literature, the course also integrates communication, grammar, and writing lessons throughout to improve students' ability to discuss the readings in a scholarly setting.

Course Objectives

Throughout the course, you will meet the following goals:

- Demonstrate knowledge of foundational works of American literature
- Analyze seminal works of American literary nonfiction and evaluate their structure and Reasoning
- Analyze the impact of an author's choices regarding how to develop and relate elements of a text
- Demonstrate increasing sophistication in the six traits of writing
- Learn to use Standard English from a variety of grammar lessons

Student Expectations

This course requires the same level of commitment from you as a traditional classroom course would. Throughout the course, you are expected to spend approximately 5–7 hours per week online on the following activities:

- Interactive lessons that include a mixture of instructional videos and tasks
- Assignments in which you apply and extend learning in each lesson
- Assessments including quizzes, tests, and cumulative exams

Common Core English Language Arts 12

Course Number: ELA1094CC

Grade level: 12

Credits: 1.0

Prerequisite Courses: None

Course Description

This senior-level English course offers fascinating insight into British literary traditions spanning from Anglo-Saxon writing to the Modern Period. With interactive introductions and historical

contexts, this two-semester course connects philosophical, political, religious, ethical, and social influences of each time period to the works of many notable authors, including Chaucer, William Shakespeare, Queen Elizabeth I, Elizabeth Barrett Browning, and Virginia Woolf. Adding an extra dimension to the British literary experience, this course also exposes students to world literature, including works from India, Europe, China, and Spain.

Course Objectives

Throughout the course, you will meet the following goals:

- Demonstrate knowledge of foundational works of British and world literature
- Analyze seminal pieces of British and world literary nonfiction and evaluate their structure and reasoning
- Analyze the impact of an author's word choice and how that author's voice and choice of words relates to elements of a text
- Learn communication skills necessary for real-world presentations and collaboration
- Create a variety of original compositions in response to persuasive, expository, and literary prompts
- Learn to use Standard English from a variety of grammar lessons

Student Expectations

This course requires the same level of commitment from you as a traditional classroom course would. Throughout the course, you are expected to spend approximately 5–7 hours per week online on the following activities:

- Interactive lessons that include a mixture of instructional videos and tasks
- Assignments in which you apply and extend learning in each lesson
- Assessments including quizzes, tests, and cumulative exams

Government

Course Number: SS1110

Grade level: 9–12

Credits: 1.0

Prerequisite Courses: None

Course Description

Providing students with the opportunity to learn about the historical events, philosophers, and topical issues that helped create the democratic foundations of this nation, SS1110 is an engaging course that will introduce high school students to the Founding Fathers and expose them to the ideas that shaped the nation. Over the course of two semesters, students will

identify important political leaders and trace the development and organization of federal, state, and local government. In addition, students will explain the political process and analyze the United States' role as a global, political, and economic participant. The course specifically targets the philosophies and foundations of the United States government, the organization of the branches of government, government on a state and local level, and civil liberties and laws. Full of timely and interesting content, this course will inspire students to be more informed citizens and equip them to understand how the United States compares economically and politically on a global scale.

Course Objectives

Throughout the course, you will meet the following goals:

- Understand the foundations of the United States government and the role of the Constitution in shaping American democracy
- Interpret the importance of the Constitution, the Bill of Rights, and other amendments in shaping government and civil liberties in the United States
- Identify the rights and responsibilities of citizens, political parties, government agencies, and elected offices at various levels of government in the United States
- Analyze the concept of checks and balances and identify and describe the roles of the Executive, Legislative, and Judicial branches within the United States government
- Compare and contrast different forms of government in countries throughout the world, including multi-party systems, dictatorships, democracies, and socialist and communist governments, and examine the rights of citizens in each
- Assess the role of government in defining different economic systems
- Investigate changes to civil liberties throughout American history and the role of the Judicial Branch in defining these changes

Student Expectations

This course requires the same level of commitment from you as a traditional classroom course would. Throughout the course, you are expected to spend approximately 5–7 hours per week online on the following activities:

- Interactive lessons that include a mixture of instructional videos and tasks
- Assignments in which you apply and extend learning in each lesson
- Assessments including quizzes, tests, and cumulative exams

Economics

Course Number: SS1111

Grade level: 9–12

Credits: 0.5

Prerequisite Courses: None

Course Description

Presenting timely and engaging content, SS1111 provides 12th-grade students with an understanding of the principles of economics. As they become familiar with how markets work, students interact with lessons to apply the key microeconomic concepts of supply and demand as well as the role of prices. This one-semester course targets important aspects of the world economy, including international trade and global economic challenges, and encourages students to apply the economic way of thinking to a variety of situations relevant to their everyday lives.

Course Objectives

Throughout the course, you will meet the following goals:

- Interpret graphs, market data, and vocabulary used by economists
- Compare and contrast economic systems, and describe how government, the factors of production and the principles of private ownership of property influence these systems
Understand how basic economic principles, including opportunity cost, specialization, and comparative advantage, affect markets and the production of goods and services. Analyze the relationship between supply and demand and the roles of consumers and producers in influencing markets and trends
- Examine the qualities of market systems, banking systems, and financial markets, and assess the causes of economic instabilities
- Explore the role of government and government agencies in the United States economy, and assess the arguments for and against government intervention in economic matters

Student Expectations

This course requires the same level of commitment from you as a traditional classroom course would. Throughout the course, you are expected to spend approximately 5–7 hours per week online on the following activities:

- Interactive lessons that include a mixture of instructional videos and tasks
- Assignments in which you apply and extend learning in each lesson
- Assessments including quizzes, tests, and cumulative exams

US History

Course Number: SS1109

Grade level: 9–12

Credits: 1.0

Prerequisite Courses: None

Course Description

Delving into the crucial political, social, economic, and cultural events that have shaped and enriched the history of the United States, SS1109 traces the experiences and effects of important historical and political figures from the early colonial era to the 21st century. Over the course of two semesters, high school students explore historical events, such as the Civil War, America's westward expansion, the Great Depression, World War I, World War II, and the Cold War, and determine how each event affected the nation.

Course Objectives

Throughout the course, you will meet the following goals:

- Describe the political development and history of the United States, including the influence of democratic ideals, the changing role of government, and the development of the modern two-party system, by analyzing the documents and decisions that have shaped American government
- Explore the evolution of American culture and society from the colonial era to the present, including the effects of advancement in technology
- Describe the role of immigration and migration in the development of the nation, and identify common push and pull factors affecting these trends in United States history
- Identify and assess the nature of conflicts within United States history, including the Revolutionary War and the Civil War, and global conflicts such as World War I, World War II, Vietnam, and the Cold War
- Compare and contrast political, economic, and social developments in United States history, including those occurring during Colonialism, Westward Expansion, Sectionalism and the Civil War Era, the Gilded Age, the Progressive Era, the Great Depression, and the Post-war Era.
- Trace the economic development of the United States, including its shift from an agrarian to an industrial economy, its emergence as a leading economic force in the world, and its role in the global economy today
- Analyze the foundations and impact of cultural and reform movements throughout United States history, such as the civil rights movement

Student Expectations

This course requires the same level of commitment from you as a traditional classroom course

would. Throughout the course, you are expected to spend approximately 5–7 hours per week online on the following activities:

- Interactive lessons that include a mixture of instructional videos and tasks
- Assignments in which you apply and extend learning in each lesson
- Assessments including quizzes, tests, and cumulative exams

World History

Course Number: SS1108

Grade level: 9–12

Credits: 1.0

Prerequisite Courses: None

Course Description

Beginning with topics from prehistory and culminating in the events of the 21st century, SS1108 provides interactive course content that will challenge high school students to learn about the political, economics, and social aspects of world history. This highly engaging, two-semester course encourages students to explore the major revolutions and social movements that have influenced different nations and eventually spread throughout the world. During this course, students will be exposed to a variety of pressing issues that have garnered opportunities for both conflict and cooperation in the modern world.

Course Objectives

Throughout the course, you will meet the following goals:

- Trace and analyze the development of civilization in Africa, Asia, Europe, and the Americas and explore how societies change over time
- Describe the emergence of monarchal rule, and examine its effects on the development of government, society, and economic change
- Investigate the causes of global exploration, and explore the effects of imperialism and colonialism on global interactions
- Analyze the causes of revolutionary and nationalist movements, and evaluate their long term effects
- Explore the conflicts between nations to present day, and analyze their impact on modern issues
- Describe cultural characteristics of societies over time, including the role of women, religion, and art and literature, and investigate the effects of technological innovation on economic and social change

- Use social studies skills to access, interpret, and apply information from a variety of sources

Student Expectations

This course requires the same level of commitment from you as a traditional classroom course would. Throughout the course, you are expected to spend approximately 5–7 hours per week online on the following activities:

- Interactive lessons that include a mixture of instructional videos and tasks
- Assignments in which you apply and extend learning in each lesson
- Assessments including quizzes, tests, and cumulative exams

Healthy Living

Course Number: EL2081

Grade level: 9-12

Credits: 0.5

Prerequisite Courses: None

Course Description

Encouraging students to make responsible, respectful, informed, and capable decisions about topics that affect the well-being of themselves and others, EL2081 is a one-semester course that provides students with comprehensive information they can use to develop healthy attitudes and behavior patterns. Designed for high school students, this informative and engaging course encourages students to recognize that they have the power to choose healthy behaviors to reduce risks.

Course Objectives

Throughout the course, you will meet the following goals:

- Examine how various types of pollution affect local communities and the world
- Identify characteristics of good mental and emotional health
- Develop speaking, listening, and nonverbal communication skills necessary for building healthy relationships
- Describe how sources of conflict, violence, and abuse can be minimized
- Assess nutritional needs based on dietary guidelines and the food guide pyramid
- Summarize the effects of tobacco use on family, finances, and society and the effects of alcoholism on families and society
- Describe the role of medicine in health promotion, disease prevention, and possible

- complications that may arise from taking them
- Identify community resources available to help treat and prevent the spread of communicable diseases

Student Expectations

This course requires the same level of commitment from you as a traditional classroom course would. Throughout the course, you are expected to spend approximately 5–7 hours per week online on the following activities:

- Interactive lessons that include a mixture of instructional videos and tasks
- Assignments in which you apply and extend learning in each lesson
- Assessments, in which you apply and extend learning in each lesson

Lifetime Fitness

Course Number: EL2083

Grade level: 9–12

Credits: 0.5

Prerequisite Courses: None

Course Description

Exploring fitness topics such as safe exercise and injury prevention, nutrition and weight management, consumer product evaluation, and stress management, EL2083 equips high school students with the skills they need to achieve lifetime fitness. Throughout this one-semester course, students assess individual fitness levels according to the five components of physical fitness: cardiovascular health, muscular strength, muscular endurance, flexibility, and body composition. Personal fitness assessments encourage students to design fitness programs to meet their individual fitness goals.

Course Objectives

Throughout the course, you will meet the following goals:

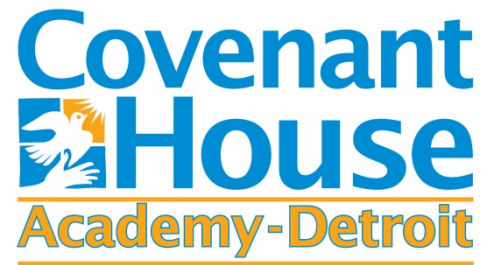
- Describe the importance of physical fitness for all ages and abilities
- Describe common exercise-related physical injuries and list guidelines for preventing injuries during physical activity
- Identify diseases that can affect the different systems of the body, and recognize the relationship between stress and disease
- Identify team sports that achieve health-related fitness goals both in school and outside of school
- Describe how people react to stress physically, emotionally, and behaviorally

- Discuss the educational requirements for different careers in the fitness and wellness industry

Student Expectations

This course requires the same level of commitment from you as a traditional classroom course would. Throughout the course, you are expected to spend approximately 5–7 hours per week online on the following activities:

- Interactive lessons that include a mixture of instructional videos and tasks
- Assignments in which you apply and extend learning in each lesson
- Assessments including quizzes, tests, and cumulative exams



Covenant House Academy – Detroit will comply with the requirements of MCL 380.552(20). The Academy will submit a report to the MDE, in a form or manner Prescribed by the MDE, that reports the number of pupils enrolled in an online or Distance learning program during the immediately preceding month.

SCHEDULE 7-3

STAFF RESPONSIBILITIES



Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule. The Academy may use noncertified individuals to teach as follows:

- (a) A classroom teacher in any grade a faculty member who is employed full-time by the state public university and who has been granted institutional tenure, or has been designated as being on tenure track, by the state public university, and
- (b) In any other situation in which a school district is permitted under this act to use noncertificated teachers.

All administrators or other person whose primary responsibility is administering instructional programs or as a chief business official shall meet the certification and continuing education requirements as described in MCL 380.1246.

Administrator and Teacher Evaluation Systems. The Academy Board shall adopt and implement for all teachers and school administrators a rigorous, transparent, and fair performance evaluation system that complies with sections 1249 and 1250 of the Code. If the Academy enters into an agreement with an Educational Service Provider, then the Academy Board shall ensure that the Educational Service Provider adopts a performance evaluation system that complies with this section.

Performance Evaluation System Commencing with the 2013-2014 School Year. If the Academy Board adopts and implements for all teachers and school administrators a performance evaluation system that complies with section 1249(7) of the Code, then the Academy Board is not required to implement a performance evaluation system that complies with section 1249(2) and (3). If the Academy enters into an agreement with an Educational Service Provider, then the Academy Board shall ensure that the Educational Service Provider adopts a performance evaluation system that complies with this section.

Parent Notification of Ineffective Teacher Ratings. Beginning with the 2015-2016 school year and continuing on during the term of this Contract, if a pupil is assigned to be taught by a teacher who has been rated as ineffective on his or her 2 most recent annual year-end evaluations under section 1249, the Academy Board shall notify the pupil's parent or legal guardian that the pupil has been assigned to a teacher who has been rated as ineffective on the teacher's 2 most recent annual year-end evaluations. The notification shall be in writing and shall be delivered to the pupil's parent or legal guardian by U.S. mail not later than July 15th immediately preceding the beginning of the school year for which the pupil is assigned to the teacher, and shall identify the teacher who is the subject of the notification.

Teacher and Administrator Job Performance Criteria. The Academy Board shall implement and maintain a method of compensation for its teachers and school administrators that includes job performance and job accomplishments as a significant factor in determining compensation and additional compensation earned and paid in accordance with Applicable Law. The assessment of job performance shall incorporate a rigorous, transparent, and fair evaluation system that evaluates a teacher's or school administrator's performance at least in part based upon data on student growth as measured by assessments and other objective criteria. If the Academy enters into an agreement with an Educational Service Provider, then the Academy Board shall ensure that the Educational Service Provider complies with this section.



Position: Administrator
Reports to: Superintendent

General Description: The Administrator serves as the instructional leader for the professional and paraprofessional staff assigned to the Academy and is responsible for management of all aspects of the school's operation, including: educational programming, supervision of all instruction, supervision and evaluation of certificated and classified employees, communication with the school community, supervision of school in-service programs, compliance with all federal, state and district laws, regulations, policies and requirements, and other related work as required.

Primary Responsibilities

- Understands, accepts, and abides by the Covenant House Academies philosophy and mission statement in all his/her school activities
- Interpret, enforce and develop regulations that are in agreement with Board policies, the school handbook and state and federal law.
- Provide leadership in the recruitment of staff and execute a system of personnel selection and assignment.
- Provide leadership for and share responsibility for the development and implementation of staff in-service programs.
- Promote staff professional growth, cooperation and self-development.
- Supervise and evaluate staff performance.
- Provide leadership for the planning, development and implementation of the high school's internship and student teaching programs.
- Develop, maintain, evaluate, implement and enhance curricular and extracurricular programs that reflect student achievement and growth in the cognitive, affective and psychomotor domains.
- Keep abreast of developments in secondary school curriculum and instruction and provide leadership in determining the appropriateness of incorporating recent developments/trends into the school's educational program.
- Provide leadership for the planning, development and implementation of the high school's curriculum.
- Provide leadership for the planning, development and implementation of the high school's budget.
- Use a systematic plan of checks and balances when preparing and supervising the building's budget.
- Supervise all ticket sales and fund-raising events at the high school and assume responsibility for the proper handling of funds.
- See that facilities are operated effectively and efficiently and see that applicable health and safety standards are met.

- Provide for adequate inventories of property and for the security and accounting of that property.
- Foster positive citizen-staff-student relations and effective communication and citizen participation in the schools by maintaining positive and/or improving human relations and rapport.
- Foster good school-community relations by keeping the community aware and responsive to activities by administering a quality informational program
- Plan, organize and supervise recognition programs for school activities.
- Develop long- and short-range plans, goals and objectives through a systematic process.
- Provide educational and administrative leadership in making and carrying out decisions for the building.
- Anticipate problems and initiate solutions to problems.
- Coordinate student personnel services including the maintenance of discipline, the monitoring of attendance, the preparation of handbooks, the supervision of student, the supervision of school health services, providing assistance in guidance and counseling activities and collaborating with others in the modification of student behavior, including non-school service agencies.
- Provide leadership in student management, including in the areas of student attendance, discipline and academic progress
- Inform and consult with the Superintendent regularly on the overall operation of the Academy.
- Uses computers and other technology provided to assist students
- Establishes standards for student behavior that are designed to ensure academic integrity and appropriate uses of the Internet and written communication.
- Communicates high expectations.
- Acts in accordance to the directives and assignments given by the Superintendent.
- Has read and agreed to abide by the policies, directives, and guidelines as stated in all Covenant House Academies manuals pertinent to the position.
- Follows the dress code as stated in the employee manual
- School activities — The Administrator is required to attend and/ or participate in such other activities as directed by the Superintendent such as: faculty meetings (before or after school hours), open houses, commencement exercises, chaperone student activities, provide guidance for students, study and help resolve school problems, and participate in the preparation of courses of study -- these activities demonstrate valuable support for the Covenant House Academies

Essential Skills and Abilities

- Ability to understand the awareness of and sensitivity to the needs of homeless and at-risk youth that Covenant House Michigan serves
- Proven ability to plan, organize and direct the operations plant, and personnel of the Academy
- Knowledge of current applicable laws, regulations, codes, policies and procedures

- An aptitude and working knowledge of computer courseware and hardware
- Ability to impact student achievement through mentoring, motivation, and monitoring practices

Qualifications

- Master's Degree in Educational Leadership
- Minimum of three years administrative leadership experience at the high school level
- Excellent oral and written communication skills
- Proficient in computer applications
- Effective organizational skills with the ability to multitask
- Satisfactory completion of criminal history check

This job description is a summary of the responsibilities, duties, knowledge, skills, experience, abilities and qualifications associated with this position. It is not an exhaustive list and may be changed at any time at the discretion of the executive management of Covenant House Michigan.

Covenant House Michigan is an equal opportunity employer. CHM will not discriminate against any otherwise qualified employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, national origin, age, sex, height, weight, marital status, disabilities or other legally protected status.

I acknowledge that I have received a revised copy of my job description, have reviewed it, and have been given a copy.

Signature

Date



Position: Assistant Administrator

Reports to: Administrator

General Description: The role of the Assistant Administrator was established for the purpose/s of providing support to the instructional process with specific responsibility for directing assigned programs and services at the academy; providing information and serving as a resource to others; supervising assigned staff; coordinating school activities and addressing issues, situations and/or problems that arise on campus or with enrolled students.

Primary Responsibilities

- Understands, accepts, and abides by the Covenant House Academies philosophy and mission statement in all his/her school activities
- Chairs meetings (e.g. curriculum, safety, site advisory, special district committees, etc.) for the purpose of coordinating activities and ensuring that outcomes achieve school, district and/or state objectives.
- Evaluates assigned personnel for the purpose of ensuring that standards are achieved and performance is maximized.
- Facilitates meetings, processes, etc. for the purpose of meeting curriculum guidelines and/or ensuring that state mandates are achieved.
- Facilitates the development, communication implementation and evaluation of quality learning for the purpose of enhancing excellence, equality and equity for staff and students.
- Implements policies, procedures and/or processes for the purpose of providing direction and/or complying with mandated requirements.
- Intervenes in occurrences of inappropriate behavior of students for the purpose of assisting students in modifying such behavior and developing successful interpersonal skills.
- Manages a variety of school administrative functions (e.g. student disciplinary policy, school schedule, assigned personnel, etc.) for the purpose of enforcing school, district and state policy and maintaining safety and efficiency of school operations.
- Participates in meetings, workshops and seminars for the purpose of conveying and/or gathering information required to perform functions.
- Performs other related duties as assigned for the purpose of ensuring the efficient and effective functioning of the work unit
- Prepares a wide variety of materials (e.g. quantity reports, student activities, correspondence, audits, etc.) for the purpose of documenting activities, providing written reference, and/or conveying information.
- Presents information (e.g. budget overviews, accounting processes, distribution formulas, etc.) for the purpose of communicating information, gaining feedback and ensuring adherence to established internal controls.

- Represents the school within community forums for the purpose of maintaining ongoing community support for educational goals and/or assisting with issues related to school environment.
- Supervises school personnel for the purpose of monitoring performance, providing for professional growth and achieving overall objectives of school's curriculum.
- Communicates high expectations
- Select and appoint personnel to improve site positions; provide or coordinate staff training; serve and evaluate classroom instructors; work with personnel to correct performance deficiencies; implement discipline procedures.
- Develop the master schedule of course offerings; comply with accreditation guidelines and state requirements; adjust schedule to meet school, students, and staff needs.
- Implement disciplinary procedures and policies related to student behavior and achievement; provide for student and parent due process in accordance with federal, state, and school system rules and regulations; ensure confidentiality of all student records.
- Supervise the resolution of student, parent and teacher concerns; report pupil progress to parents and appropriate school system offices periodically.
- Coordinate and supervise the program and student services designed to assist students in social and emotional adjustment to school, address problems at home and outside concerns, and to counsel and assist students gain admission to post-secondary schools.
- Oversee inventory and property control; order and distribute textbooks; maintain records of requests and losses.
- Prepare and present reports, letters, memos, and other necessary correspondence to students, staff, and parents regarding instructional programs.
- Respond to and resolve difficult and sensitive inquiries of students, parents, and faculty and complaints regarding school system policies and procedures.
- Acts in accordance to the directives and assignments given by the Administrator
- Has read and agreed to abide by the policies, directives, and guidelines as stated in all Covenant House Academies manuals pertinent to the position
- Follows the dress code as stated in the employee manual
- School activities — the Assistant Administrator is required to attend and/ or participate in such other activities as directed by the Principal such as: faculty meetings (before or after school hours), open houses, commencement exercises, chaperone student activities, provide guidance for students, participate on faculty committees, study and help resolve school problems, and participate in the preparation of courses of study -- these activities demonstrate valuable support for the Covenant House Academies

Essential Skills and Abilities

- Ability to understand the awareness of and sensitivity to the needs of homeless and at-risk youth that Covenant House Academies serves
- Proven ability to plan, organize and direct the operations plant, and personnel of the Academy
- Knowledge of current applicable laws, regulations, codes, policies and procedures
- An aptitude and working knowledge of computer courseware and hardware
- Ability to impact student achievement through mentoring, motivation, and monitoring practices

Qualifications

- Master's Degree
- Certification in appropriate area
- Minimum of three years of successful teaching experience
- Excellent oral and written communication skills
- Proficient in computer applications
- Effective organizational skills with the ability to multitask
- Satisfactory completion of criminal history check

This job description is a summary of the responsibilities, duties, knowledge, skills, experience, abilities and qualifications associated with this position. It is not an exhaustive list and may be changed at any time at the discretion of the executive management of Youth Vision Solutions.

Youth Vision Solutions is an equal opportunity employer. YVS will not discriminate against any otherwise qualified employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, national origin, age, sex, height, weight, marital status, disabilities or other legally protected status.

I acknowledge that I have received a revised copy of my job description, have reviewed it, and have been given a copy.

Signature

Date



Position: District Attendance Officer
Reports to: Curriculum Director

General Description: The Attendance Officer shall serve the education process by ensuring students develop and maintain good attendance practices and that parents support the attendance requirements of the District; shall act as a liaison between the families and the Covenant House Academies.

Primary Responsibilities

- Understands, accepts, and abides by the Covenant House Academies philosophy and mission statement in all his/her school activities
- Counsels students in matters of attendance and tardiness in accordance to the Academies attendance policy
- Provide technical assistance to parents and students in developing the skills needed to function effectively in a working relationship between home and school.
- Contacts parents/guardians by phone, mail, and home visits in accordance with the Academies attendance policy
- Ascertain the level of parents and students educational values and make recommendations for changes as necessary.
- Work closely with staff to identify habitually absent and implement strategies to increase student attendance
- Consult with building principals, guidance counselors, child study team members, and parents/guardians regarding the development of interventions for improving daily student attendance and the overall retention rate of each Academy
- Compose detailed documentation, maintain accurate records, and prepare reports in a timely manner
- Display ethical behavior in working with students, parents, school personnel, and outside agencies associated with the Covenant House Academies
- Protect confidentiality of records and information gained as part of exercising professional duties and use discretion in sharing such information within the legal confines
- Serve as a role model for students and staff in demonstrate positive attitude, appropriate attire, personal grooming, and an effective work ethic
- Communicates high expectations
- Maintain and regular and reliable attendance
- Works in a professional and cooperative manner with others to achieve duties and responsibilities
- Follows the dress code as stated in the employee manual
- School activities — the Attendance Officer is required to attend and/ or participate in such other activities as directed by the Curriculum Director such as: faculty meetings (before or after school hours), open houses, commencement exercises, chaperone student activities, provide guidance for students, participate on faculty committees, study and help resolve school problems, and participate in the

- preparation of courses of study -- these activities demonstrate valuable support for the Covenant House Academies
- Acts in accordance to the directives and assignments given by the Curriculum Director
 - Has read and agreed to abide by the policies, directives, and guidelines as stated in all Covenant House Academies manuals pertinent to the position

Essential Skills and Abilities

- Ability to understand the awareness of and sensitivity to the needs of homeless and at-risk youth that Covenant House Academies serves
- Knowledge of accepted and effective techniques for working with at risk youth with diverse family dynamics
- An aptitude and working knowledge of computer courseware and hardware
- Ability to impact student retention through mentoring, motivation, and monitoring practices

Qualifications

- Bachelors Degree
- Hold and maintain a valid driver's license and have a reliable vehicle for transportation
- Have excellent integrity and demonstrate good moral character and initiative
- Demonstrate the ability to communicate effectively both orally and in writing
- Knowledge of accepted and effective techniques for working with at risk youth with diverse family dynamics
- Proficient in computer applications
- Effective organizational skills with the ability to multitask
- Satisfactory completion of criminal history check

This job description is a summary of the responsibilities, duties, knowledge, skills, experience, abilities and qualifications associated with this position. It is not an exhaustive list and may be changed at any time at the discretion of the executive management of Youth Vision Solutions.

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I acknowledge that I have received a copy of my job description, have reviewed it, and have been given a copy.

Signature

Date



Job Description

Position: Teacher
Reports to: Administrator

General Description: Delivers teacher-led instruction in an online learning environment for the purposes of supplemental enrichment, core curriculum and credit recovery to meet a range of educational needs for at-risk and homeless youth.

Primary Responsibilities

- Differentiates instruction based on students' learning styles and needs and assists students in assimilating information to gain understanding and knowledge
- Uses computers and other technology provided to assist students
- Establishes standards for student behavior that are designed to ensure academic integrity and appropriate uses of the Internet and written communication
- Arranges media and content to help transfer knowledge most effectively in the online environment
- Uses student data to inform instruction, guides and monitors students' management of their time, monitors learner progress with available tools and develops an intervention plan for unsuccessful learners
- Demonstrates effective instructional strategies and techniques that actively engage students in the learning process
- Provides continuous evaluation of students to include pre-and post-testing and student input throughout through each course
- Prepares and administers all standardized tests as directed
- Keeps accurate records on each student such as grade books and progress reports, lesson plans, attendance records, and behavior/discipline records
- Maintains the classroom environment in an orderly fashion that is conducive to effective teaching and learning

Essential Skills and Abilities

- Ability to understand the awareness of and sensitivity to the needs of homeless and at-risk youth that Covenant House Academies serves
- Ability to adapt and adjust instruction to create multiple paths to meet learning objectives
- Ability to impact student achievement through mentoring, motivation, and monitoring practices

Qualifications

- Bachelor's Degree
- Certification in appropriate area

- Excellent oral and written communication skills



Position: Academic Case Worker

Covenant House Academy East/Community Service Center East

Reports to: Principal

General Description:

Works primarily within the Covenant House Academy supporting the academic and non-academic needs of the students. Also works as part of a team at the Community Service Center with the after school program to fulfill the mission of Covenant House by providing services to meet the needs of the youth in the community. Primary focus is on the provision of services in focus area while assisting in other service areas as needed.

Qualification

- Bachelor's Degree, with a focus in the areas of education, social work or counseling required.
- Minimum 2-3 years of experience working with at-risk youth required
- Valid Michigan driver's license with acceptable driving record as required by insurance company.
- PC/Computer literacy with working knowledge of Microsoft Office.
- Sufficient health, ability, experience, and education to perform the assigned duties with or without accommodation.
- Belief in Covenant House Academy & Covenant House Michigan Mission Statements and desire to fulfill the missions.

Academy Responsibilities (includes but is not limited to):

- The Academy portion of the position involves instructional activities with eligible students under the direction of the teacher, including:
 - Teaches lessons to individual students or groups as assigned by the teacher
 - Uses instructional plan as assigned by the teacher with the individual student
 - Knows how to and effectively uses the lab technology for instruction
 - Helps plan lab instructional activities as directed by the teacher
 - Completes and maintains reports as required
- Acts in accordance to the directives of the teacher and the Administrator
- Shares, with the teacher, all duties such as field trips, morning duty, and dismissal duty
- Supports the teacher in all student and parent relations
- Performs clerical duties, such as grading papers and making copies
- Works actively to maintain discipline in and out of the lab and classroom, following protocols of the Academy's Student Code of Conduct.
- Required participation in Academy activities such as parent-faculty night, staff meetings (before or after school), assemblies, commencement exercises, fundraisers, chaperoning student activities, providing guidance for students, participating on faculty committees, resolving Academy problems and participation in the preparation of courses of study.
- Helps maintain the cleanliness of the lab and the Academy's building

Community Center Responsibilities (includes but is not limited to):

- Attend and participate in all scheduled or mandatory meetings, trainings or supervision sessions as requested.
- Conduct intake of youth seeking services into the Center.
- Work as a team member to establish and maintain a safe and inviting atmosphere at the Center, and work effectively as a team member with school staff.
- Respond appropriately to emergencies and crises at the Center, in the community and in the lives of the youth served according to agency values and policy.
- Provide timely and accurate documentation and statistics as necessary.
- Maintain an awareness of youth services in the community.
- Submit weekly written documentation to Building Administrator of assigned projects and ongoing program services.
- Develop and conduct group counseling activities.
- Provide individual and family counseling when necessary.
- Assist in the development and maintenance of a system that promotes for networking between the agency and community organizations.
- Conduct specific programs and projects as assigned.
- Plan, organize and conduct recreation activities for youth participation.
- Perform all other tasks as requested by the building administrator.

Essential Skills and Abilities

- Ability to understand the awareness of and sensitivity to the needs of homeless and at-risk youth that Covenant House Michigan serves
- Specific knowledge-based competencies required to satisfactorily perform the functions of the job include: behavior and crisis management techniques; instruction techniques; high school curriculum
- Ability to reinforce the teacher's effect in the classroom
- An aptitude and working knowledge of computer courseware and hardware
- Ability to impact student achievement through mentoring, motivation, and monitoring practices

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I acknowledge that I have received a copy of my job description, have reviewed it, and have been given a copy.

Signature

Date

Revised 71/2011



Position: Bi-Lingual (Spanish Speaking) Academic Specialist
Covenant House Academy/Community Service Center- Southwest
Reports to: Principal

General Description:

Works primarily within the Covenant House Academy assisting with the needs of the Spanish speaking students. Also works as part of a team at the Community Service Center with the after school program to fulfill the mission of Covenant House by providing services to meet the needs of the youth in the community. It is funded by the Academy (75%) and by Covenant House Michigan (25%).

Education/Experience (includes but is not limited to):

- Bachelor's Degree in a Human Services Field Preferred, with a focus in the areas of education, social work or counseling. High School Diploma required.
- Must be fluent in writing and speaking Spanish
- Minimum 2-3 years of experience working with at-risk youth required
- Valid Michigan driver's license with acceptable driving record as required by insurance company.
- PC/Computer literacy with working knowledge of Microsoft Office.
- Sufficient health, ability, experience, and education to perform the assigned duties with or without accommodation.
- Belief in Covenant House Academy & Covenant House Michigan Mission Statements and desire to fulfill the missions.

Academy Responsibilities (includes but is not limited to):

- The Academy portion of the position involves supporting bilingual (Spanish) instructional activities with eligible students under the direction of the teacher.
- Supports the teacher in all bilingual-related student and parent relations
- Performs clerical duties, such as grading papers and making copies
- Works actively to maintain discipline in and out of the lab and classroom, following protocols of the Academy's Student Code of Conduct.
- Required participation in Academy activities such as parent-faculty night, staff meetings (before or after school), assemblies, commencement exercises, fundraisers, chaperoning student activities, providing guidance for students, participating on faculty committees, resolving Academy problems and participation in the preparation of courses of study.
- Community Center Responsibilities (includes but is not limited to):
- Attend and participate in all scheduled or mandatory meetings, trainings or supervision sessions as requested, providing Spanish translations where necessary.

- Conduct intake of Spanish-speaking and other youth seeking services into the Center.
- Work as a team member to establish and maintain a safe and inviting atmosphere at the Center, and work effectively as a team member with school staff.
- Respond appropriately to emergencies and crises at the Center, in the community and in the lives of the youth served according to agency values and policy.
- Provide timely and accurate documentation and statistics as necessary.
- Assist other Community Service Center workers as needed.
- Acts as a liaison with Spanish and various other community organizations.
- Maintain an awareness of youth services in the community geared to Spanish speakers.
- Submit weekly written documentation to the building administrator of assigned projects and ongoing program services.
- Develop and conduct group counseling activities.
- Provide individual and family counseling when necessary, in Spanish and English.
- Assist in the development and maintenance of a system that promotes for networking between the agency and community organizations.
- Conduct specific programs and projects as assigned.
- Plan, organize and conduct recreation activities for youth participation.
- Perform all other tasks as requested by the building administrator

Essential Skills and Abilities

- Ability to understand the awareness of and sensitivity to the needs of homeless and at-risk youth that Covenant House Michigan serves
- Specific knowledge-based competencies required to satisfactorily perform the functions of the job include: behavior and crisis management techniques; instruction techniques; high school curriculum
- Ability to reinforce the teacher's effect in the classroom
- An aptitude and working knowledge of computer courseware and hardware
- Ability to impact student achievement through mentoring, motivation, and monitoring practices

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Revised 7/2011



Position: Data Specialist
Reports to: Principal

General Description: The Student Data Coordinator is responsible for the quality, integrity, and completeness of essential electronic records for all students with a special emphasis on demographic and enrollment data; monitor, manage, and facilitate the processing of student enrollment transactions; consistently maintain data to ensure compliance with local, state, and federal laws

Primary Responsibilities

- Understands, accepts, and abides by the Covenant House Academies philosophy and mission statement in all his/her school activities
- Compiles and maintain attendance accounting data for all regular and special programs for the academy
- Audit and review enrollment and attendance data provided by school staff for the computation of average daily attendance
- Prepare a variety of regular and special reports related to pupil attendance, class size, and other current or historical data as required by the state and county and for district planning and information purposes
- Monitor completeness and accuracy of student data
- Create and submit data files for pre-identification for all required state and federal assessments
- To coordinate with the Data Specialist Coordinator in the collection, compiling, disseminating and transmitting of pupil accounting data required by the Michigan Department of Education
- Will have involvement in coordinating audits of membership and attendance records for the academy
- Assist with providing the academy with requested data analysis, summary and longitudinal reports, disaggregation of data for various attributes
- Responds to inquiries and requests for data information from Zangle, including but not limited to form letters, labels, searches, progress reports, attendance and disciplinary reports
- Coordinate with the Enrollment Secretary to assure accurate and consistent entry of data
- Assists with generating and uploading data for meeting state and federal reporting requirements
- Maintain district wide student database compiling student information from district student information system with individual student assessment information from district, state, and federal testing programs
- Uses only forms or reporting records approved and /or adopted by the Covenant House Academies
- Conducts monthly meetings for attendance and data collection

- Gathers, maintains, and submits, as directed, all information and forms related to the use of technology
- Works in a professional and cooperative manner with others to achieve duties and responsibilities
- Follows the dress code as stated in the employee manual
- School activities — The Data Specialist is required to attend and/ or participate in such other activities as directed by the Principal such as: faculty meetings (before or after school hours), open houses, commencement exercises, chaperone student activities, provide guidance for students, participate on faculty committees, study and help resolve school problems, and participate in the preparation of courses of study -- these activities demonstrate valuable support for the Covenant House Academies
- Acts in accordance to the directives and assignments given by the Principal
- Has read and agreed to abide by the policies, directives, and guidelines as stated in all Covenant House Academies manuals pertinent to the position

Essential Skills and Abilities

- Ability to understand the awareness of and sensitivity to the needs of homeless and at-risk youth that Covenant House Academies serves
- Demonstrated high level of organizational skills and analytical ability
- Ability to effectively problem solve and to work with minimum supervision
- An aptitude and working knowledge of computer courseware and hardware

Qualifications

- Associate's degree in business, accounting or related field
- Minimum of three years experience in pupil accounting
- Prior experience working within a local school district
- Excellent oral and written communication skills
- Proficient in computer applications
- Effective organizational skills with the ability to multitask
- Satisfactory completion of criminal history check

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Position: District Homeless Liaison/Youth Advocate
Reports to: Curriculum Director

General Description: The District Homeless Liaison/Youth Advocate is responsible for supporting the needs of the homeless student population and ensuring the delivery of mandated services to facilitate the student's attendance and access to appropriate education; the Youth Advocate and the student work in partnership to identify and attain goals in the areas of employment and education, self-sufficiency skills, health and wellness, relationships, professionalism and personal advocacy.

Primary Responsibilities

- Understands, accepts, and abides by the Covenant House Academies philosophy and mission statement in all his/her school activities
- Interprets laws relating to homeless students; and ensures the delivery of mandated services
- Collaborates with school staff to develop interventions for students identified as homeless and develops individualized service plans
- Implements case management services and makes referrals to other professional or community service agencies as needed
- Provide families with information related to the needs of their child and acts as a resource to parents/guardians by communicating available services
- Acts as a resource to school leadership, counselors, teachers, and social service agencies regarding homeless students , interpretation of homeless attendance policies and laws and record keeping requirements
- Conducts training to staff on laws as it relates to the homeless student population and recommends strategies for supporting the needs of these students
- Assists in the planning and implementation of individual Educational Development Plans; supports students' goals; encourages and assists students in achieving their goals.
- Facilitates or co-leads daily group activities such as problem solving, goal planning, self-esteem, interpersonal skills, behavior management, etc
- Maintains necessary records ensuring confidentiality of students and their families and prepares related reports
- Provide technical assistance to parents and students in developing the skills needed to function effectively in a working relationship between home and school.
- Ascertain the level of parents and students educational values and make recommendations for changes as necessary.
- Work closely with staff to identify habitually absent and implement strategies to increase student attendance
- Consult with building principals, guidance counselors, child study team members, and parents/guardians regarding the development of interventions for improving daily student attendance and the overall retention rate of each Academy

- Compose detailed documentation, maintain accurate records, and prepare reports in a timely manner
- Display ethical behavior in working with students, parents, school personnel, and outside agencies associated with the Covenant House Academies
- Create and deliver impactful service plans for youth that focus on achieving outcomes in the areas of education, employment, long-term housing, parenting, relationships and overall health
- Conduct one-hour weekly meetings with all youth assigned to caseload to help participants identify and accomplish short and long-term goals.
- Coordinate with referral agencies, identify community resources, track participants' progress
- Protect confidentiality of records and information gained as part of exercising professional duties and use discretion in sharing such information within the legal confines
- Serve as a role model for students and staff in demonstrate positive attitude, appropriate attire, personal grooming, and an effective work ethic
- Communicates high expectations
- Maintain and regular and reliable attendance
- Works in a professional and cooperative manner with others to achieve duties and responsibilities
- Follows the dress code as stated in the employee manual
- School activities — the District Homeless Liaison/Youth Advocate is required to attend and/ or participate in such other activities as directed by the Curriculum Director such as: faculty meetings (before or after school hours), open houses, commencement exercises, chaperone student activities, provide guidance for students, participate on faculty committees, study and help resolve school problems, and participate in the preparation of courses of study -- these activities demonstrate valuable support for the Covenant House Academies
- Acts in accordance to the directives and assignments given by the Curriculum Director or Principal
- Has read and agreed to abide by the policies, directives, and guidelines as stated in all Covenant House Academies manuals pertinent to the position

Essential Skills and Abilities

- Bachelor's Degree in related field
- Minimum of five years of experience working with at-risk youth
- High level of personal accountability for the quality and impact of work
- Excellent communication skills, professional demeanor, sound judgment, and strong organizational skills
- Ability to understand the awareness of and sensitivity to the needs of homeless and at-risk youth that Covenant House Academies serves
- Knowledge of accepted and effective techniques for working with at risk youth with diverse family dynamics
- An aptitude and working knowledge of computer courseware and hardware
- Ability to impact student retention through mentoring, motivation, and monitoring practices

Qualifications

- Bachelors Degree

- Hold and maintain a valid driver's license and have a reliable Vehicle for transportation
- Have excellent integrity and demonstrate good moral character and initiative
- Demonstrate the ability to communicate effectively both orally and in writing
- Must demonstrate a sincere commitment and ability to advocate for troubled youth
- Proficient in computer applications
- Effective organizational skills with the ability to multitask
- Satisfactory completion of criminal history check

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Position: Enrollment Secretary
Reports to: Principal

General Description: Serves as the primary contact person and liaison between the Principal and students, teachers, parents, staff and the community; provides students, parents, staff and the public with information through a wide variety of secretarial and administrative services which directly supports the educational environment.

Primary Responsibilities

- Answers and responds to phone calls in such a way that callers feel welcomed and valued
- Handles and processes confidential mail and other documents
- Receives and sends, faxes, mail, emails as applicable
- Welcomes visitors and guests
- Type, mail, merge, collate and distribute student reports
- Maintains the school database (Zangle) with new applications for enrollment
- Responds to questions from a variety of internal and external sources (e.g. staff, other educational institutions, the public, parents and students, etc.) for the purposes of providing information and/or direction
- Organizes interviews for potential employment candidates
- Maintains and updates waiting lists and liase with Data Specialist regarding potential enrollees
- Supports instructional and administrative staff in clerical, administrative and organizational matters
- Prepares standardized documents and reports (e.g. form letters and memos, calendars, and periodic reports, etc.) for the purposes of communicating information students, parents, and other stakeholders
- Liaise with students and parents regarding meetings and requirements of the Principal
- Compiles student records (e.g. birth certificates, transcripts, updating transcripts, updating student information system, etc) for the purposes of meeting State, Federal and District requirements
- Calculates monthly income for the Free/Reduced lunch program to determine eligibility requirements as regulated by the State of Michigan
- Maintains confidentiality concerning all personnel information and any professional matters
- Evaluates situations (e.g. involving staff, students, parents, the public, etc.) for the purpose of taking appropriate action and/or directing to appropriate personnel for resolution
- Exhibits punctuality
- Follows the dress code as stated in the employee manual
- Verifies student tardiness and early dismissals as necessary
- School activities — the Enrollment Secretary is required to attend and/ or participate in such other activities as directed by the Principal such as: faculty meetings (before or after school hours), open houses, commencement exercises, chaperone student

- activities, provide guidance for students, participate on faculty committees, study and help resolve school problems, and participate in the preparation of courses of study -- these activities demonstrate valuable support for the Covenant House Academies
- Acts in accordance to the directives and assignments given by the Principal
 - Has read and agreed to abide by the policies, directives, and guidelines as stated in all Covenant House Academies manuals pertinent to the position

Essential Skills and Abilities

- Ability to understand the awareness of and sensitivity to the needs of homeless and at-risk youth that Covenant House Academies serves
- Ability to handle large volumes of phone calls with a high degree of professionalism
- An aptitude and working knowledge of computer courseware and hardware
- Ability to prioritize and manage competing demands

Qualifications

- Associates Degree
- Secretarial or Accounting Experience
- Excellent oral and written communication skills
- Proficient in computer applications
- Effective organizational skills with the ability to multitask
- Satisfactory completion of criminal history check

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Position: Paraprofessional
Reports to: Principal

General Description: Supports teachers in the instruction of students, which includes but is not limited to: reading, writing, science, social studies, mathematics and other designated curriculum; assists in conducting testing and assessment, multi-media activities, record keeping, computer operation, lesson plans, and other activities.

Primary Responsibilities

- Understands, accepts, and abides by the Covenant House Academies philosophy and mission statement in all his/her school activities
- Administers reading and math tests to identify the level of student achievement
- Works with the teacher to determine the instructional needs of each student
- Provides one-on-one and small group tutoring in reading and math
- Works in collaboration with the teachers to monitor learner progress with available tools and develops an intervention plan for unsuccessful learners
- Collaborate with teachers to develop clear classroom objectives for students
- Promotes high levels of achievement in relation to individual abilities
- Active participant of the instructional team regarding floor management and student issues/support
- Performs general record keeping and clerical functions (e.g. attendance logs, activity reports, lunch computer reports, etc.) for the purpose of supporting the teacher and/or supervisory staff in meeting mandated requirements.
- Provides verbal and/or written feedback of observations for the purpose of informing teacher/s and/or parents of students' progress.
- Responds to inquiries from a variety of sources (e.g. students, teachers, administrators, and/or parents, etc.) for the purpose of solving problems, providing information and/or directing to other sources.
- Assist the teacher in preparing for changing curriculum to meet the needs of students with diverse cultural and socio-economic backgrounds, learning styles, and special needs.
- Tutors students on assigned class work for the purpose of providing ongoing support in the completion of work assignments.
- Designs tutoring schedule for working with students most identified as needing improvement
- Attends in-service professional development, building and district meetings
- Communicates with parents and families as directed by the teacher or administrator
- Develops and maintains a classroom environment that is conducive to effective student learning
- Communicates goals and academic expectations to students
- Promotes positive student/faculty relations
- Maintains confidentiality concerning all student information and any professional matters

- Uses only forms or reporting records approved and /or adopted by the Covenant House Academies
- Gathers, maintains, and submits, as directed, all information and forms related to the use of technology
- Works in a professional and cooperative manner with others to achieve duties and responsibilities
- Follows the dress code as stated in the employee manual
- School activities — the Paraprofessional is required to attend and/ or participate in such other activities as directed by the Principal such as: faculty meetings (before or after school hours), open houses, commencement exercises, Title I Parent Meetings, - these activities demonstrate valuable support for the Covenant House Academies
- Acts in accordance to the directives and assignments given by the Principal
- Has read and agreed to abide by the policies, directives, and guidelines as stated in all Covenant House Academies manuals pertinent to the position

Essential Skills and Abilities

- Ability to understand the awareness of and sensitivity to the needs of homeless and at-risk youth that Covenant House Academies serves
- Specific knowledge-based competencies required to satisfactorily perform the functions of the job include: behavior and crisis management techniques; instruction techniques; high school curriculum
- Ability to reinforce the teacher's effect in the classroom
- An aptitude and working knowledge of computer courseware and hardware
- Ability to impact student achievement through mentoring, motivation, and monitoring practices

Qualifications

- Associates Degree, Bachelor's Preferred
- Meets No Child Left Behind Highly Qualified requirements
- Experience working with at-risk youth
- Excellent oral and written communication skills
- Proficient in computer applications
- Effective organizational skills with the ability to multitask
- Satisfactory completion of criminal history check

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Position: 31a Paraprofessional
Reports to: Principal

General Description: Provides instructional support services under the direct supervision of a teacher for students who have been identified as failing, or most at-risk of failing to meet academic achievement standards. This is a grant-funded position, employment continuation is directly dependent upon funds availability and job performance.

Primary Responsibilities

- Understands, accepts, and abides by the Covenant House Academies philosophy and mission statement in all his/her school activities
- Administers reading and math tests to identify the level of student achievement
- Works with the teacher to determine the instructional needs of each 31a student
- Provides one-on-one and small group tutoring in reading and math
- Maintains student files as required by the needs of federal, state, and local guidelines to track student progress
- Assists the 31a Coordinator with gathering a variety of data that is needed for reporting to state and/or federal agencies
- Designs tutoring schedule for working with qualified 31a students.
- Attends inservice professional development, building and district meetings
- Communicates with parents and families as directed by the teacher or administrator
- Promotes high levels of achievement in relation to individual abilities
- Develops and maintains a Targeted Assistance environment that is conducive to effective student learning
- Communicates goals and academic expectations to students
- Maintains confidentiality concerning all student information and any professional matters
- Uses only forms or reporting records approved and /or adopted by the Covenant House Academies
- Gathers, maintains, and submits, as directed, all information and forms related to the use of technology
- Works in a professional and cooperative manner with others to achieve duties and responsibilities
- Follows the dress code as stated in the employee manual
- School activities — the 31a Paraprofessional is required to attend and/ or participate in such other activities as directed by the Principal such as: faculty meetings (before or after school hours), open houses, commencement exercises, 31a Parent Meetings, these activities demonstrate valuable support for the Covenant House Academies
- Acts in accordance to the directives and assignments given by the Principal
- Has read and agreed to abide by the policies, directives, and guidelines as stated in all Covenant House Academies manuals pertinent to the position

Essential Skills and Abilities

- Ability to understand the awareness of and sensitivity to the needs of homeless and at-risk youth that Covenant House Academies serves
- Knowledge of Title I, instructional and all compliance requirements
- Ability to reinforce the teacher's effect in the classroom
- An aptitude and working knowledge of computer courseware and hardware
- Ability to impact student achievement through mentoring, motivation, and monitoring practices

Qualifications

- Associates Degree, Bachelor's Preferred
- Meets No Child Left Behind Highly Qualified requirements
- Experience working with at-risk youth
- Excellent oral and written communication skills
- Proficient in computer applications
- Effective organizational skills with the ability to multitask
- Satisfactory completion of criminal history check

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Date

Revised 7/2011



Position: Title I Paraprofessional
Reports to: Principal

General Description: Provides instructional support services under the direct supervision of a teacher for assigned students who have been identified as needing improvement in accordance with state and federal guidelines. This is a grant-funded position; employment continuation is directly dependent upon funds availability and job performance.

Primary Responsibilities

- Understands, accepts, and abides by the Covenant House Academy philosophy and mission statement in all his/her school activities
- Administers reading and math tests to identify the level of student achievement
- Works with the teacher to determine the instructional needs of each Title I student
- Provides one-on-one and small group tutoring in reading and math
- Maintains student files as required by the needs of federal, state, and local guidelines to track student progress
- Assists the Title I Coordinator with gathering a variety of data that is needed for reporting to state and/or federal agencies
- Designs tutoring schedule for working with qualified Title I students.
- Attends in service professional development, building and district meetings
- Communicates with parents and families as directed by the teacher or administrator
- Promotes high levels of achievement in relation to individual abilities
- Develops and maintains a Title I classroom environment that is conducive to effective student learning
- Communicates goals and academic expectations to students
- Maintains confidentiality concerning all student information and any professional matters
- Uses only forms or reporting records approved and /or adopted by the Covenant House Academy
- Gathers, maintains, and submits, as directed, all information and forms related to the use of technology
- Works in a professional and cooperative manner with others to achieve duties and responsibilities
- Assists with the planning of activities for Title I Parent Involvement
- Follows the dress code as stated in the employee manual
- School activities — the Title I Paraprofessional is required to attend and/ or participate in such other activities as directed by the Principal such as: faculty meetings (before or after school hours), open houses, commencement exercises, Title I Parent Meetings, -- these activities demonstrate valuable support for the Covenant House Academy
- Acts in accordance to the directives and assignments given by the Principal
- Has read and agreed to abide by the policies, directives, and guidelines as stated in all Covenant House Academy manuals pertinent to the position

Essential Skills and Abilities

- Ability to understand the awareness of and sensitivity to the needs of homeless and at-risk youth that Covenant House Michigan serves
- Knowledge of Title I, instructional and all compliance requirements
- Ability to reinforce the teacher's effect in the classroom
- An aptitude and working knowledge of computer courseware and hardware
- Ability to impact student achievement through mentoring, motivation, and monitoring practices

Qualifications

- Associates Degree, Bachelor's Preferred
- Meets No Child Left Behind Highly Qualified requirements
- Experience working with at-risk youth
- Excellent oral and written communication skills
- Proficient in computer applications
- Effective organizational skills with the ability to multitask
- Satisfactory completion of criminal history check

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Signature

Date



Position: District School Psychologist
Reports to: Curriculum Director

General Description: To provide a full range of services, including special education evaluations, social skills and behavioral training and supports with students, counseling services, parent and teacher consultation, and data analysis; functions as a member of the multidisciplinary team to determine the student's eligibility for special services, appropriate programming, and on-going progress; effectively serves as a liaison between students, parents, teachers and school personnel.

Primary Responsibilities

- Understands, accepts, and abides by the Covenant House Academies philosophy and mission statement in all his/her school activities
- Identifies and assesses learning, development, and adjustment characteristics and needs of individuals and groups, as well as, the environmental factors that affect learning and adjustment
- Uses assessment data about the student and his/her environment(s) in developing appropriate interventions and programs
- Provides interventions to students to support the teaching process and to maximize learning and adjustment
- Assists in the planning, development, and evaluation of programs to meet identified learning and adjustment needs
- Provides consultation to parents, teachers, other school personnel, and community agencies to enhance the learning and adjustment of students
- Delivers a planned and coordinated program of psychological services
- Applies ethics and standards of professional practice in the delivery of school psychological services and observes relevant laws and policies that govern practice
- Participates in professional organizations and continually seeks to improve professional knowledge and skill
- Communicates effectively with students, parents, and school staff.
- Provide counseling, instruction, and mentoring for those struggling with social, emotional, and behavioral problems
- Increase achievement by assessing barriers to learning and determining the best instructional strategies to improve learning
- Promote wellness and resilience by reinforcing communication and social skills, problem solving, anger management, self-regulation, self-determination, and optimism
- Enhance understanding and acceptance of diverse cultures and backgrounds
- Make referrals and help coordinate community support services
- Coordinate and facilitate staff meetings for district special education staff
- Assist with the design and development of the district's staff development program

- Direct the implementation of State and Federal legislation related to special education and ensure compliance
- Direct and monitor the Individual Education Plan (IEP) and 504 processes
- Collect and analyze data related to school improvement, student outcomes, and accountability requirements
- Implement school-wide prevention programs that help maintain positive school climate conducive to learning
- Help students transition to and from school and community learning environments, such as residential treatment or juvenile justice residential treatment programs
- Collect and analyze data related to school improvement, student outcomes, and accountability requirements
- Implement school-wide prevention programs that help maintain positive school climates conducive to learning
- Maintains confidentiality of all information for the purpose of the protection of students, staff, parents, and the district
- Compiles information from a variety of sources (e.g. teachers, nurse, probation officer, mental health agencies, other professionals, etc.) for the purpose of producing comprehensive evaluation report in compliance with established guidelines
- Uses only forms or reporting records approved and /or adopted by the Covenant House Academies
- Gathers, maintains, and submits, as directed, all information and forms related to the use of technology
- Prepares and presents educational workshops as appropriate for the purpose of presenting information , developing skills, and establishing effective relationships
- Researches resources and methods (e.g. intervention and treatment techniques, assessment tools and methods, community resources, etc.) for the purpose of determining the appropriate approach for addressing students' functional goals and needs
- Exhibits punctuality
- Works in a professional and cooperative manner with others to achieve duties and responsibilities
- Follows the dress code as stated in the employee manual
- School activities — The District School Psychologist is required to attend and/ or participate in such other activities as directed by the Curriculum Director such as: faculty meetings (before or after school hours), open houses, commencement exercises, chaperone student activities, provide guidance for students, participate on faculty committees, study and help resolve school problems, and participate in the preparation of courses of study -- these activities demonstrate valuable support for the Covenant House Academies
- Acts in accordance to the directives and assignments given by the Curriculum Director and the Superintendent
- Directs and coordinates other special projects and duties as assigned by the Curriculum Director
- Has read and agreed to abide by the policies, directives, and guidelines as stated in all Covenant House Academies manuals pertinent to the position

Essential Skills and Abilities

- Ability to understand the awareness of and sensitivity to the needs of homeless and at-risk youth that Covenant House Academies serves
- Demonstrated knowledge of emotional, social, and psychological, and environmental problems and techniques applicable in their alleviation
- Ability to collect, analyze, and use data and research within a strategic planning and continuous improvement process
- Knowledge of requirements of state and federal mandates which directly relates to the evaluation and identification of special education students
- Extensive knowledge of individual and group testing techniques and interpretation
- An aptitude and working knowledge of computer courseware and hardware

Qualifications

- MA/MS degree in School Psychology or related field
- Valid Michigan School Psychologist Certificate
- Excellent oral and written communication skills
- Proficient in computer applications
- Effective organizational skills with the ability to multitask
- Valid MI driver's license: job requires work at multiple sites
- Satisfactory completion of criminal history check

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Signature

Date



Position: Retention Manager
Reports to: Administrator

General Description: The role of the Retention Manager is to provide leadership for the Academy's recruitment and retention strategies; assists in overseeing, monitoring and enhancing the Academy's drop-out recovery efforts; develop effective school, family, and community-based partnerships; represents and acts as an Ambassador for the Academy at school and community-based events and activities; and creates a school climate to meet students' needs through prevention, risk-assessments, and intervention.

Primary Responsibilities

- Understands, accepts, and abides by the Covenant House Academies philosophy and mission statement in all his/her school activities
- Coordinates the activities of the Attendance Officers, Homeless Liaison/Youth Advocate, Student Support Specialist, Enrollment Secretary, and Academic Caseworkers for the purpose of improving student achievement, meeting district objectives, and ensuring compliance with relevant local, state and federal regulations
- Assist with the team approach (students, family, teachers, advocate, and principal) to access appropriate, intervention plan, risk assessment and participate in the discussion regarding appropriate discipline
- Provide leadership in district dropout recovery efforts; researches, develops and implements and monitors anti-drop out plans and procedures
- Coordinates the recruitment, enrollment and retention operations to ensure alignment with the goals and objectives of the Academy's strategic marketing plan
- Design and implement a comprehensive strategic plan of admissions of new students to the school.
- Direct the admissions process from point of inquiry through enrollment.
- Initiate and create activities intended to interest parents and potential supporters in sending students to Covenant House Academy Central
- Develop with the Central Office Leadership Team, the enrollment budget and appropriate recruitment and marketing materials, ads, mailings, web pages and publications that interpret the school to prospective students.
- Create a strategic enrollment, recruitment and retention plan, inclusive of a revolving three month, six month, and one year objectives, goals and outcomes.
- Initiate and create activities intended to interest parents and potential supporters in enrolling students to Covenant House Academy Central
- Evaluate continually and redesign where appropriate all aspects of the admissions program with the goal of maintaining the Academy's enrollment capacity and developing a wait-list of interested applicants.

- Manage the re-enrollment of current students for the succeeding year with constant monitoring of attrition and retention.
- Oversee the network of parents, former parents and alumni to assist in the admissions program.
- Keep relevant statistics on all aspects of the admission and re-enrollment program.
- Represent the school at various gatherings and conferences related to admissions.
- Accountable for the effective communication of recruitment and admission policies and procedures throughout the Academy and to prospective students, teachers and parents
- Lead and coordinate the orientation, enrollment, and re-enrollment processes
- Consult with leadership team, guidance counselors, child study team members, and parents/guardians regarding the development of interventions for improving daily student attendance and the overall retention rate of each Academy
- Coordinates and provides technical assistance for the Attendance Officers at Covenant House Academies
- Compose detailed documentation, maintain accurate records, and prepare reports in a timely manner
- Protect confidentiality of records and information gained as part of exercising professional duties and use discretion in sharing such information within the legal confines
- Serve as a role model for students and staff in demonstrate positive attitude, appropriate attire, personal grooming, and an effective work ethic
- Ensure timely and accurate collection and documentation of statistical data relating to program services, and maintains the confidentiality of that data.
- Identify staff training needs, and provide training; or recommend outside training as appropriate to the Assistant Superintendent for Curriculum and Instruction and the Superintendent of Schools.
- Monitor the needs of the local community in order to provide appropriate program services, and recommends program modifications to the Administrator and the Superintendent of Schools as needed.
- Develops and delivers presentations and coordinates student led presentations
- Assists in partnership recruitment and facilitation for business/education activities
- Facilitates meetings and training sessions on business/education partnerships, career and job opportunities, employability skills, student/family advocacy and parent education activities
- Engages students in leadership activities and community-based projects that support their development as successful 21st century citizens
- Work with youth and families individually and in groups to address need, gaps in services and identified concerns.
- Perform all other tasks as requested by the Administrator

Essential Skills and Abilities

- Ability to understand the awareness of and sensitivity to the needs of homeless and at-risk youth that Covenant House Academies serves

- Ability to lead the development of continuous improvement and ability to facilitate data-driven and results-based decision making
- Must be skilled in collaborative leadership of individuals and groups
- Ability to successfully manage multiple tasks, projects and responsibilities
- Knowledge of accepted and effective techniques for working with at risk youth with diverse family dynamic
- Highly developed managerial skills demonstrated in an environment of large volume work-flows and critical deadlines;
- Demonstrated capacity to lead and motivate staff to achieve the strategic directions of the Academy and Central Office

Qualifications

- Bachelor's Degree; Master's Degree preferred in social work, marketing, education, or related field
- Minimum of five years of experience working with at-risk youth or at-promise youth
- Hold and maintain a valid driver's license and have a reliable vehicle for transportation
- Have excellent integrity and demonstrate good moral character and initiative
- Demonstrate the ability to communicate effectively both orally and in writing
- Proficient in computer applications
- Effective organizational skills with the ability to multitask
- Satisfactory completion of criminal history check

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Signature

Date



Job Description

Position: School Social Worker

Reports To: Curriculum Director

General Description: Provides supportive, diagnostic and consultative service to students, teachers, administration and parents/guardians/families of students with social, emotional and academic difficulties.

Primary Responsibilities

- Evaluates students to determine their need for school social work or other services
- Completes and presents a written evaluation report to parents/guardians and the local educational agency within required timelines
- Assist in the development and implementation of measurable IEP goals and objectives
- Participate in IEPT, MET and other meetings as appropriate
- Establish and maintain appropriate records, reports, and procedures including, but not limited to, behavioral data and student progress on IEP goals/objectives
- Communicate with mental health/child services or other agencies to coordinate services
- Use various software packages for communication and documentation purposes
- Conduct parent/teacher conferences as appropriate
- Makes referrals for students and parents to appropriate resources with the school or community
- Participates in Child Study, Eligibility and Special Education related meeting
- Serves as a resource to parents about the needs of students and consults with parents as needed
- Informs teachers and parents of available special services for students
- Adheres to laws and procedures involving child abuse/neglect
- Maintains an advocacy role to assure that the students' educational, social, emotional and materials needs are met according to established laws, rules, and regulations
- Provides crisis intervention services as appropriate and as requested by administrative personnel assigned to schools
- Develops effective intervention strategies for students based on knowledge and understanding of student's behavior and learning styles
- Counsels individual students regarding issues, which interfere with adjustment and/or performance within the educational setting
- Provide casework services to students and families
- Exhibits punctuality
- Maintains confidentiality in all student and professional matters, and works in a professional and cooperative manner with others to achieve duties and responsibilities
- Follows the dress code as stated in the employee manual

- School activities — the School Social Worker is required to attend and/ or participate in such other activities as directed by the Curriculum Director such as: faculty meetings (before or after school hours), open houses, commencement exercises, chaperone student activities, provide guidance for students, participate on faculty committees, study and help resolve school problems, and participate in the preparation of courses of study -- these activities demonstrate valuable support for the Covenant House Academies
- Acts in accordance to the directives and assignments given by the Curriculum Director
- Has read and agreed to abide by the policies, directives, and guidelines as stated in all Covenant House Academies manuals pertinent to the position

Essential Skills and Abilities

- Ability to understand the awareness of and sensitivity to the needs of homeless and at-risk youth that Covenant House Academies serves
- Knowledge of current state law/regulations regarding high school proficiency standards
- Ability to demonstrate effective liaison relationships with parents, schools, and agencies
- Leadership skills in working with individuals and groups (i.e. initiating individual or group discussion, listening, clarifying and facilitating interactions and sharing of ideas)
- Ability to manage caseload and develop an effective schedule which allows for direct service to students and families, collaboration with staff, parent/community services and program management

Qualifications

- Masters Degree in Social Work (LMSW or MSW)
- Must meet Michigan Department of Education requirements for full/temporary approval as a School Social Worker and licensing from the Department of Community Health
- Knowledge of current state law/regulations regarding high school proficiency standards
- Proficient in computer applications
- Excellent oral and written communication skills and strong interpersonal skills
- Candidate will possess the ability to communicate effectively with all levels of management, staff and business contacts as required
- Exhibit flexibility with regard to workload and priorities and exhibit effective organizational/administrative skills
- Satisfactory completion of criminal history check and TB test

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Signature

Date



Job Title: **Special Education Teacher**

Reports to: Principal

General Description: Provides direct instruction in the academic areas of need to students on a one-to-one or small group basis, using a collaborative co-teaching model either in the resource room or in the general education classroom.

Primary Responsibilities

- Understands, accepts and abides by the Covenant House Academies philosophy and mission statement in all his/her school activities
- Assists with the implementation of the IEP for each student served
- Use computers and other forms technology provided to assist students
- Write lessons plans to accommodate IEP curriculum
- Prepares and administers all standardized tests as directed
- Maintain confidentiality concerning all student information and any professional matters
- Works with the teaching staff to improve standardized testing results
- Uses only forms or reporting records approved and/or adopted by Covenant House Academies
- Gathers, maintains, and submits, as directed, all information and forms related to the use of technology
- Keeps accurate records on each student such as grade books, and progress reports, lesson plans, attendance records, and behavior/discipline records
- Develop, implement, and evaluate behavior plans for use in the general education and special education learning environments
- Maintains the classroom environment and discipline in an orderly fashion conducive to effective teaching and learning
- Exhibits punctuality
- Works in a professional and cooperative manner with others to achieve duties and responsibilities
- Acts in accordance to the directives and assignments given by the Principal
- Has read and agreed to abide by the policies, directives and guidelines as stated in all Covenant House Academy manuals pertinent to the position
- Confers with parents, administration, psychologist, social workers, teachers, and professionals to develop individual educational plans designed to promote students' educational, physical, and social development
- Writes IEPs in a timely manner
- Provides formal and informal assessment of students' academic status and learning styles
- Maintains accurate and complete student records, and prepare reports on student activities, as required by laws, school policies, and administrative regulations
- Participates in the Child Study Team (CST)

- Plan and deliver services for students with special needs
- Provides resources for classroom teachers for areas of disability
- Maintains confidentiality concerning all student information and any professional matters
- Continuously maintain current training and updates pertaining to administrative guidelines and compliance
- Schedules IEP meetings as needed
- Works with students and teachers to identify, teach, and implement accommodations for student who are eligible for services in the general education and special education settings
- School activities — The Special Education Teacher is required to attend and/ or participate in such other activities as directed by the Principal such as: faculty meetings (before or after school hours), open houses, commencement exercises, chaperone student activities, provide guidance for students, participate on faculty committees, study and help resolve school problems, and participate in the preparation of courses of study -- these activities demonstrate valuable support for the Covenant House Academies

Essential Skills and Abilities

- Ability to understand the awareness of and sensitivity to the needs of homeless and at-risk youth that Covenant House Academies serves
- Competency in the administration and interpretation of academic ability testing
- Ability to use technology for documentation and preparation of professional materials
- Ability to teach and assist students in the use of computer applications
- Ability to communicate assessment results, in written and oral forms, to parents and professionals
- Ability to develop, implement, and evaluate behavior plans for use in general and special education settings
- Ability to prioritize tasks, allocate time, and maintain schedule flexibility

Qualifications

- BA or BS Degree
- Valid special education teaching certificate/license as well as Highly Qualified (HQ) with endorsement in at least one area of special education
- Satisfactory completion of criminal history check and TB Test
- Excellent verbal and written communication skills
- Meet education standards as applicable

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Signature

Date



Position: Student Support Manager
Reports to: Curriculum Director

General Description: The Student Support Manager provides knowledge, guidance, and support to building level administrators and pupil support staff for students with behavior challenges, social and emotional problems, health and safety matters, and academic issues; assists in overseeing, monitoring and enhancing the District's dropout recovery efforts and Response to Intervention initiatives.

Primary Responsibilities

- Understands, accepts, and abides by the Covenant House Academies philosophy and mission statement in all his/her school activities
- Coordinates the activities of the School Resources Officers for the purpose of improving student achievement, meeting district objectives, and ensuring compliance with relevant local, state and federal regulations
- Assist with the team approach (students, family, teachers, advocate, and principal) to access appropriate, intervention plan, risk assessment and participate in the discussion regarding appropriate discipline
- Provide leadership in district dropout recovery efforts; researches, develops and implements anti-drop out plans and procedures
- Trains school administration and staff concerning crisis response measures (e.g. School Resources Officers, train the trainer, etc.) for purpose of ensuring the safety and welfare of students and staff compliance with local, state and federal regulations
- Coordinates with outside agencies for the purpose of providing referrals to families and/or students
- To evaluate the success of student support initiatives and individual learning programs and to produce reports on student achievement and curriculum achievement
- To attend Child Study and Response to Intervention meetings in order to provide updates on support programs and activities, developments in learning support strategies and initiatives and to remain aware of students' responses to their learning interventions
- Assists students with being proactive in making choices that will lead to their success
- Maintains student records for the purpose of complying with mandated requirements.
- Counsels students in matters of attendance and tardiness in accordance to the academies attendance policy
- Prepares materials in written and electronic formats (e.g. reports, memos, letters, presentations, etc.) for the purpose of documenting activities, providing written reference and/or conveying information
- Encourage and work with parents/guardians to actively participate in the decision-making process, designed to impact their child's educational growth

- Conduct meetings (e.g. curriculum, safety, site advisory, special district committees, etc .) for the purpose of coordinating activities and ensuring that school achieves, outcome, district or state objectives
- Participate in the orientation, enrollment, and re-enrollment processes
- Work closely with the parents with the parents of identified students to improve student behavior, attendance, and punctuality
- Provide technical assistance to parents and students in developing the skills needed to function effectively in a working relationship between home and school.
- Contacts parents/guardians by phone, mail, and home visits in accordance with the Academies attendance policy
- Ascertain the level of parents and students educational values and make recommendations for changes as necessary.
- Work closely with staff to identify habitually absent and implement strategies to increase student attendance
- Consult with building principals, guidance counselors, child study team members, and parents/guardians regarding the development of interventions for improving daily student attendance and the overall retention rate of each Academy
- Compose detailed documentation, maintain accurate records, and prepare reports in a timely manner
- Display ethical behavior in working with students, parents, school personnel, and outside agencies associated with the Covenant House Academies
- Protect confidentiality of records and information gained as part of exercising professional duties and use discretion in sharing such information within the legal confines
- Serve as a role model for students and staff in demonstrate positive attitude, appropriate attire, personal grooming, and an effective work ethic
- Communicates high expectations
- Maintain and regular and reliable attendance
- Works in a professional and cooperative manner with others to achieve duties and responsibilities
- Follows the dress code as stated in the employee manual
- School activities — the Student Support Manager is required to attend and/ or participate in such other activities as directed by the Curriculum Director or Superintendent such as: faculty meetings (before or after school hours), open houses, commencement exercises, chaperone student activities, provide guidance for students, participate on faculty committees, study and help resolve school problems, and participate in the preparation of courses of study -- these activities demonstrate valuable support for the Covenant House Academies
- Acts in accordance to the directives and assignments given by the Principal and the Curriculum Director
- Has read and agreed to abide by the policies, directives, and guidelines as stated in all Covenant House Academies manuals pertinent to the position

Essential Skills and Abilities

- Ability to understand the awareness of and sensitivity to the needs of homeless and at-risk youth that Covenant House Academies serves

- Thorough knowledge of Federal, State, and District laws, policies, procedures, and best practices regarding student discipline
- Ability to lead the development of continuous improvement and ability to facilitate Results-based decision making
- Must be skilled in collaborative leadership of individuals and groups
- Ability to successfully manage multiple tasks, projects and responsibilities
- Knowledge of accepted and effective techniques for working with at risk youth with diverse family dynamic
- An aptitude and working knowledge of computer courseware and hardware
- Ability to impact student retention through mentoring, motivation, and monitoring practices

Qualifications

- Bachelor's Degree; Master's Degree preferred in counseling, social work, psychology, education, or related field
- Minimum of five years providing counseling or social work services to at-risk youth
- Hold and maintain a valid driver's license and have a reliable vehicle for transportation
- Have excellent integrity and demonstrate good moral character and initiative
- Demonstrate the ability to communicate effectively both orally and in writing
- Proficient in computer applications
- Effective organizational skills with the ability to multitask
- Satisfactory completion of criminal history check

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Position: Student Support Specialist
Reports to: Administrator

General Description: The Student Support Specialist shall serve the education process by providing pupil support services for students with behavior challenges, social and emotional problems, health and safety matters, and academic issues; effectively creates an atmosphere to meet student needs through prevention, identification, and intervention. This is a grant-funded position, employment continuation is directly dependent upon funds availability and job performance.

Primary Responsibilities

- Understands, accepts, and abides by the Covenant House Academies philosophy and mission statement in all his/her school activities
- Assist with the team approach (students, family, teachers, advocate, and administrator) to access appropriate, intervention plan, risk assessment and participate in the discussion regarding appropriate discipline
- Coordinates with outside agencies for the purpose of providing referrals to families and/or students Intervenes in occurrences of inappropriate behavior of students for the purpose of assisting students in modifying such behavior and developing successful interpersonal skills.
- To evaluate the success of student support initiatives and individual learning programs and to produce reports on student achievement and curriculum achievement
- To attend Child Study and Response to Intervention meetings in order to provide updates on support programs and activities, developments in learning support strategies and initiatives and to remain aware of students' responses to their learning Interventions
- Works with the teacher to determine the instructional needs of each 31a student
- Provides one-on-one and small group tutoring in reading and math
- Maintains student files as required by the needs of federal, state, and local guidelines to track student progress
- Assists students with being proactive in making choices that will lead to their success
- Maintains student records for the purpose of complying with mandated requirements.
- Counsels students in matters of attendance and tardiness in accordance to the academies attendance policy
- Prepares materials in written and electronic formats (e.g. reports, memos, letters, presentations, etc.) for the purpose of documenting activities , providing written reference and/or conveying information

- Encourage and work with parents/guardians to actively participate in the decision-making process, designed to impact their child's educational growth
- Participate in the orientation, enrollment, and re-enrollment processes for the purpose of identifying and providing intervention measures to ensure student success
- Work closely with the parents with the parents of identified students to improve student behavior, attendance, and punctuality
- Provide technical assistance to parents and students in developing the skills needed to function effectively in a working relationship between home and school.
- Ascertain the level of parents and students educational values and make recommendations for changes as necessary.
- Display ethical behavior in working with students, parents, school personnel, and outside agencies associated with the Covenant House Academies
- Protect confidentiality of records and information gained as part of exercising professional duties and use discretion in sharing such information within the legal confines
- Serve as a role model for students and staff in demonstrate positive attitude, appropriate attire, personal grooming, and an effective work ethic
- Communicates high expectations
- Works in a professional and cooperative manner with others to achieve duties and responsibilities
- Follows the dress code as stated in the employee manual
- Has read and agreed to abide by the policies, directives, and guidelines as stated in all Covenant House Academies manuals pertinent to the position

Essential Skills and Abilities

- Ability to understand the awareness of and sensitivity to the needs of homeless and at-risk youth that Covenant House Academies serves
- Awareness of Section 31a laws, regulations, and compliance requirements
- Knowledge of accepted and effective techniques for working with at risk youth with diverse family dynamics
- An aptitude and working knowledge of computer courseware and hardware
- Ability to impact student retention through mentoring, motivation, and monitoring practices

Qualifications

- Bachelor's Degree in the field of social work, psychology, education, or related field
- Minimum of three years experience working with at-risk youth
- Hold and maintain a valid driver's license and have a reliable vehicle for transportation
- Have excellent integrity and demonstrate good moral character and initiative
- Demonstrate the ability to communicate effectively both orally and in writing
- Proficient in computer applications
- Effective organizational skills with the ability to multitask
- Satisfactory completion of criminal history check

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Date

SCHEDULE 7-4

METHODS OF ACCOUNTABILITY AND PUPIL ASSESSMENT

SCHEDULE 7-4

Grand Valley State University shall evaluate the success of the Academy by considering multiple areas of performance. A Comprehensive Performance Review (CPR) system will be established by Grand Valley State University Charter Schools Office and shall include, but not be limited to, the performance of the Academy in the areas of student performance, board governance, organizational performance, compliance reporting, facility conditions, fiscal strength and reporting and other pertinent performance data, as required by federal and state law, the authorizing contract, or desired by the authorizer for review.

Included in the Comprehensive Performance Review shall be the requirements of Article VI Section 6.5 of the authorizing agreement, which states:

Section 6.5. Methods of Accountability. In addition to those set forth in this Section 6.5, the Academy shall evaluate its pupils' work based on the assessment strategies identified in the Schedules. To the extent applicable, the pupil performance of the Academy shall be assessed using at least the Michigan Education Assessment Program (MEAP) test or the Michigan Merit Examination (MME) designated under the Code. The Academy shall provide the University Charter Schools Office with copies of reports, assessments and test results concerning the following:

- a) educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the University Charter Schools Office;
- b) an assessment of the Academy's student performance at the end of each academic school year or at such other times as the University Board may reasonably request;
- c) an annual education report in accordance with the Code;
- d) an annually administered nationally recognized norm-referenced achievement test for the Academy's grade configuration, or a program of testing approved by the University Charter Schools Office Director; and
- e) all tests required under Applicable Law.

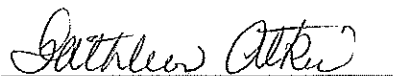
The University Board may use such reports, assessments and test results in making its decision to revoke, terminate, or not issue a new contract at the end of the Contract.

Date: 6/11/2013


Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the Covenant House Academy Central Board of Directors at a properly noticed open meeting held on the 11th day of June, 2013, at which a quorum was present.


Board Secretary

SCHEDULE 7-5

ACADEMY'S ADMISSION POLICIES AND CRITERIA

COVENANT HOUSE ACADEMY DETROIT

ENROLLMENT AND APPLICATION OF PUPILS

ADMISSION POLICY AND CRITERIA

The school will comply with all applicable federal and state laws related to admissions and enrollment, including Section 504 of the Michigan Revised School Code and the ESA.

Non-Discrimination

The school will not discriminate on the basis of intellectual or athletic abilities, measures of achievement or aptitude, disability, status as a handicapped person, homeless status, English proficiency, religion, creed, race, sex, color, national origin or any other basis that would be illegal for an existing school district.

Open Enrollment Period and Notice

The "Open Enrollment Period" is from the first day of school of the current school year until 5:00 p.m. on the last day of business in February of the current school year, during which period the Academy shall include opportunities to enroll on evenings and weekends. Notice of the Open Enrollment Period and application process will be designed to inform the persons most likely to be interested in the school and to advise the public of its enrollment openings.

The ESP and/or the school will provide notice of open enrollment by (a) printing a legal notice of the enrollment period in a local newspaper of general circulation in the Wayne RESA area; (b) mailing a written notice of the open enrollment period and an application to all families who inquire about school enrollment; and (c) posting a written notice of the open enrollment period at the school. In addition, notice may also be provided by airing a public service announcement on local television.

As part of the enrollment process, the school staff will seek to meet with families, parents and students prior to the first day of school via parent and student orientation meetings. In this way, applicants and their parents will have the opportunity to become fully informed as to the nature and scope of the school, its curriculum, and requirements.

Application Procedures

Interested parties may obtain applications at:

- The offices of the school
- The service center of the ESP at 2959 Martin Luther King, Jr. Blvd., Detroit, MI 48208

Applications will be mailed or faxed to anyone requesting an application by telephone.

Applications for the current school year will be accepted until the end of the current school

year and available seats will be filled. Applications for the subsequent school year are received during the Open Enrollment Period. If applications received exceed offered seats in any grade level ("over-subscribed grades"), a random selection process will take place for all grade levels including under-subscribed grade levels. If applications received are fewer than offered seats in each and every grade level ("under-subscribed grades"), all eligible applicants will be accepted and a random selection process will not be conducted.

All applications received after the Open Enrollment Period will not be eligible to participate in the random selection process, and will be added to the end of the accepted list if offered seats are still available after the random selection process, or to the resulting waiting list created at the time of the random selection process.

Accepted applicants must confirm their intent to attend the school within four weeks of acceptance by returning certain initial forms, including an Admissions Form and an Official Release of Records Form. The school will send letters to parents reminding them of this obligation in order to enroll their child. The school will send all applicants a postcard to inform parents that if the student does not attend the first day of school or call in to request an excused absence by the date and time indicated, the student will forfeit his/her registered status in the school and will not be enrolled. The school will attempt to call all applicants who have not responded to inquire whether the applicant is still planning to attend.

Once students are enrolled and remain enrolled, they will remain eligible to be re-enrolled at the school for successive years without having to reenter the random selection process. However, they will be requested to complete a re-enrollment form by the end of the Open Enrollment Period showing intent to re-enroll for the subsequent school year. All applicants on a waiting list must resubmit an application for the following school year during the next Open Enrollment Period.

Standby Opportunity Plan

The Standby Opportunity Plan (SOP) is a procedure by which the school may decide to revise its waiting list on the first day of school. If the school follows this procedure, the school will send all applicants on the waiting list a registration card prior to the first day of school. To be included in the SOP, the applicant must return the card to the school by the date indicated and include phone numbers where the applicant can be reached the first day of school between the times listed on the card. In the event of an offered seat becoming available, the school will attempt to reach the parent participating in the SOP and offer the seat. If the school cannot reach the parent at the phone numbers and during the times provided on the card, the school will contact the next person on the waiting list who is participating in the SOP. If a student participates in the SOP and a seat is not available for them, they will receive a higher waiting list priority than those students who did not participate.

Random Selection Process

The random selection process shall be open to the public, and the school will notify all applicants of the time and place. A neutral third party person will be present during the random selection process. This person will not be related to any student, staff member, or

anyone applying to the school. Names will be randomly selected until all offered seats have been filled. Any remaining names will be randomly selected to establish waiting list priority used to fill offered seats prior to and during the school year for which the student applied. After all eligible names have been randomly selected, the school will add the names of applicants who submitted applications after the Open Enrollment Period in the order in which they were received. The random selection process will be videotaped. In the event of any discrepancy, the video tape will be the official record of placement of students.

Class Size and Offered Seats

Class size and offered seats will be recommended by the ESP and submitted to the school board of directors for approval. In order to make provision for student attrition (reenrolling students who indicate that they are coming back but do not return on the first day of school) and erosion (new students who have been accepted for offered seats but are absent without excuse on the first day of school), the school may over-subscribe grades. The number of students to be over-subscribed will be determined based on historical and forecasted attrition and erosion. In addition, the number of classrooms may fluctuate in the event the number of students enrolled warrants the increase or decrease in number of classrooms. In no event will over-subscription, or fluctuations in the number of classrooms result in a violation of any provision or limit contained within the school's charter or applicable law.

Enrollment Preferences

Enrollment preference is first given to currently enrolled students and, for given school year, those pupils who were enrolled at the PSA facility on the last day of instruction of the prior academic year, to the extent that any required approval is obtained. Next preference is given to the following ordered categories of applicants:

- Siblings of currently enrolled students
- Siblings of students selected in the random selection process
- All remaining applicants.

If a student is selected for a grade level that still has offered seats available and the student has a sibling applying for a grade that no longer has offered seats available, the student will be accepted for his/her grade level and the student's sibling will be placed on the waiting list for his/her grade level with sibling preference. Therefore, while sibling preference applies, siblings are not guaranteed a seat.

Procedural Steps

Step 1: Setup

A list with the name of each student who submitted an application during the Open Enrollment Period will be created. The list will include the student's name, grade level to which the student is applying, street address, and names and grade levels of any siblings who are also applying for admission to the school.

Step 2: Admission of Applicants Applying for Under-Subscribed Grades

A neutral third-party person will randomly select the names of each applicant for each under-subscribed grade level. If the accepted student has siblings who are also applying for admission, the siblings will be accepted if there are offered seats available, or placed on the waiting list with sibling preference if offered seats are not available. This admissions process will continue for the successive under-subscribed grades for all students until all names have been selected with their associated siblings.

Step 3: Admission of Applicants Applying for Over-Subscribed Grades

A neutral third-party person will then randomly select the order in which oversubscribed grades will be filled. Student will be randomly selected for available seats or placed on the waiting list if an offered seat is not available. If the selected student is accepted and has siblings who are also applying for admission, the siblings will be accepted if there are offered seats available or placed on the waiting list with sibling preference if offered seats are not available. If the selected student is placed on the waiting list and has siblings who are also applying, the siblings' names will not be selected at this time, but will wait until their grade level is selected.

Step 4: Waiting List Priority

Students will continue to be randomly selected until all names are selected. After a grade level's seats are full, all remaining names will be placed on the waiting list in the order in which they are selected. Applications received after the Open Enrollment Period will be added to the end of the waiting list for the appropriate grade in the order in which they were received.

When a seat becomes available in a particular grade due to attrition, erosion, or other event, if that particular grade has a waiting list, that available seat will be filled by the first student on the waiting list for that particular grade. If a waiting list does not exist for that particular grade, but exists for another grade, the school may (subject to applicable enrollment limits and board approved offered seats) fill the available seat using the first student on the waiting list in a different grade, the grade deemed most beneficial to student and school considering class size, teacher capacity, and other school operational factors.

Appeals

Any parent or guardian who wishes to contest or appeal any aspect of the random selection process may do so in writing to the school's board of directors sent to the school's address.

Following receipt of the parent's written appeal, a representative of the board of directors will contact the parent to discuss the nature of the concern or objection. Final decisions will be made by the board of directors or its designee.

SCHEDULE 7-6

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE



Proposed School Calendar and School Day Schedule

Academic Schedule

The curriculum is a combination of academics, life skills preparation, and employment training. Each student works on an individualized computer program, participates in small group session, and completes independent work in order to earn credits for graduation. Students also have access to electronic courseware for their academic lessons and employment exploration. One-on-one tutoring is also available, if needed.

Students attend one academic session per day, Monday-Friday. Session enrollment is determined by capacity and availability. Students may attend an additional session, if space is available.

Session I: 7:30am-11:30am

Session II: 11:30am-3:30pm

Covenant House Academies operates a year around educational program. The Board-Approved Calendar for the 2013-2014, consists of **220** days of instruction or **879** hours of instruction.

School Schedule 2013 - 14

The projected opening of the school is July 1, 2013. The starting date and proposed date for commencement of teaching will be July 17, 2013. The calendar will reflect vacation windows consistent with the school calendar required by public schools in Wayne County. Covenant House Academy Detroit will apply to the Michigan Department of Education for an Attendance Waiver, which will reduce the daily attendance requirement to provide students with a flexible schedule. The goal is to provide year-round instruction based on a 50% attendance waiver from the Michigan Department of Education. The following is an example of how the year-round school calendar would run during 2013-14 School Year:

FINAL BOARD APPROVED - JUNE 11, 2013

COVENANT HOUSE ACADEMY DETROIT 2013 - 2014

All-Campus School Calendar

July 2013							11
Su	M	Tu	W	Th	F	Sa	
	1	2	3	4	5	6	
7	8	9	10	11	12	13	
14	15	16	17	18	19	20	
21	22	23	24	25	26	27	
28	29	30	31				

August 2013							21/5
Su	M	Tu	W	Th	F	Sa	
				1	2	3	
4	5	6	7	8	9	10	
11	12	13	14	15	16	17	
18	19	20	21	22	23	24	
25	26	27	28	29	30	31	

September 2013							20
Su	M	Tu	W	Th	F	Sa	
1	2	3	4	5	6	7	
8	9	10	11	12	13	14	
15	16	17	18	19	20	21	
22	23	24	25	26	27	28	
29	30						

October 2013							23
Su	M	Tu	W	Th	F	Sa	
		1	2	3	4	5	
6	7	8	9	10	11	12	
13	14	15	16	17	18	19	
20	21	22	23	24	25	26	
27	28	29	30	31			

November 2013							18
Su	M	Tu	W	Th	F	Sa	
					1	2	
3	4	5	6	7	8	9	
10	11	12	13	14	15	16	
17	18	19	20	21	22	23	
24	25	26	27	28	29	30	

December 2013							15
Su	M	Tu	W	Th	F	Sa	
1	2	3	4	5	6	7	
8	9	10	11	12	13	14	
15	16	17	18	19	20	21	
22	23	24	25	26	27	28	
29	30	31					

January 2014							18
Su	M	Tu	W	Th	F	Sa	
			1	2	3	4	
5	6	7	8	9	10	11	
12	13	14	15	16	17	18	
19	20	21	22	23	24	25	
26	27	28	29	30	31		

February 2014							18
Su	M	Tu	W	Th	F	Sa	
						1	
2	3	4	5	6	7	8	
9	10	11	12	13	14	15	
16	17	18	19	20	21	22	
23	24	25	26	27	28		

March 2014							18
Su	M	Tu	W	Th	F	Sa	
						1	
2	3	4	5	6	7	8	
9	10	11	12	13	14	15	
16	17	18	19	20	21	22	
23	24	25	26	27	28	29	
30	31						

April 2014							16
Su	M	Tu	W	Th	F	Sa	
		1	2	3	4	5	
6	7	8	9	10	11	12	
13	14	15	16	17	18	19	
20	21	22	23	24	25	26	
27	28	29	30				

May 2014							21
Su	M	Tu	W	Th	F	Sa	
				1	2	3	
4	5	6	7	8	9	10	
11	12	13	14	15	16	17	
18	19	20	21	22	23	24	
25	26	27	28	29	30	31	

June 2014							20
Su	M	Tu	W	Th	F	Sa	
1	2	3	4	5	6	7	
8	9	10	11	12	13	14	
15	16	17	18	19	20	21	
22	23	24	25	26	27	28	
29	30						

 School Closed/Holidays  Count Date


 PD In Service (no school for students)

 Report Cards

 Classes in/PT Conf PM

 MME Exams & Makeup

 Half Day Students - Half Day Staff PD

 Half Day NO Students - Half Day Staff PD

Total Instructional Hours Only 880 (220 days)

Total P/D In-Service Hours 36 (6 days)

Total Instructional + P/D Hours 916 (226 days)

Waiver Request 878

SCHEDULE 7-7

AGE/GRADE RANGE OF PUPILS ENROLLED



COVENANT HOUSE ACADEMY DETROIT

Grade Levels & Ages

Student Population

Academic Year	Grade Levels	Ages	Min	Max
2013-2014	9-12	16-22	823	867
2014-2015	9-12	16-22	845	889
2015-2016	9-12	16-22	865	910
2016-2017	9-12	16-22	886	933
2017-2018	9-12	16-22	907	955

Covenant House Academy Detroit will serve students ages 16 through 22 (and up to age 26 for special needs student), ranging from grades 9-12. The ages of the students and the corresponding grade levels will be largely dependent on the demand of the community and the surrounding geographical locations. The total enrollment of Covenant House Academy Detroit is expected to increase to 1,[500](#) students by its fifth year of operation.

The student population to be served by Covenant House Academy Detroit is likely to be multiple grades below their peers in reading, English language performance and math skills. The students will in most cases be dropouts or on the verge of dropping out. Approximately 20% to 25% of them will be unable to attend regular public schools because they have aged out or are close to aging out. Most will present with a variety of compounding personal circumstances that put them highly at risk of ever achieving their high school diplomas. Almost half of them will qualify as “homeless” under the federal McKinney-Vento Act because they do not live with custodial parents or legal guardians.

This describes the kind of student that Covenant House Academy Detroit will serve. They are highly at-risk, underachieving students who have fallen behind academically and who have dropped out or have been forced out of traditional schools, sometimes because of recurring

disciplinary issues related to their frustrations and lack of performance. However, these are not the kind of students one finds in “strict discipline academies”. These are students who have decided to return to high school, and once properly counseled as to how they can achieve their goals, seldom present any disciplinary challenges in the school.

Covenant House Academy Detroit offers the uniqueness of a blended curriculum: a strong online, computer-based component and direct instruction for students requiring more traditional, face-to-face support. Most of the students to be served by Covenant House Academy Detroit bring a variety of academic, personal and social challenges, including low reading and math skills, poverty, encounters with the criminal justice system, being teenage parents, having to support other family members, and homelessness. Covenant House Academy Detroit offers the critical component of additional time needed to serve these students because they may remain in school until age 22. The blended curriculum and support services at Covenant House Academy Detroit work together to provide the kind of wraparound services needed to adequately address the needs of the students. Some students actually have the skills to thrive in the accelerated computer-based program (Education 2020), but may require other kinds of emotional and social support to remain in school, to stay focused and to succeed; others need a great deal more guidance and intervention to get them up to speed in their basic academic and social skills.

Most important, Covenant House Academy Detroit starts with a strong philosophy that puts the needs of the students first. Covenant House Academy Detroit helps motivate students by providing each with an individualized Education Development Plan (EDP) and a clear path to achieving their educational goals. Our first goal, after getting students back into school, is retention - making sure they stay in school. The second goal is progress – academically, socially and in developing life skills. Sometimes it is incremental, gradual progress, often measured in non-traditional, alternative ways. When the first two goals are met, graduation for students is often an inevitable outcome as a third goal. Covenant House Academy Detroit understands that not all students who come to the program vastly behind academically will make it to graduation. They will, however, all demonstrate measured progress in terms of their ability to function as responsible citizens of their communities, most of them capable of getting and holding onto jobs they otherwise may not have been capable of even accessing. As embedded in our mission, the entire Covenant House Academy Detroit staff approaches students in a non-judgmental way, demonstrating the kind of respect and the love one would expect from parents. That kind of treatment is at the core of the Covenant House Academy Detroit’s guiding philosophy, which does produce desired outcomes.

This data is presented on both a consolidated and site-specific basis, as indicated.

Consolidated

YEAR	GRADE 9	GRADE 10	GRADE 11	GRADE 12	TOTAL
2013-2014	435	303	86	43	867
2014-2015	400	267	134	88	889
2015-2016	364	228	182	136	910

2016-2017	326	186	234	187	933
2017-2018	288	238	238	191	955

Martin Luther King, Jr. Blvd. Site

YEAR	GRADE 9	GRADE 10	GRADE 11	GRADE 12	TOTAL
2013-2014	165 (.50)	115 (.35)	33 (.10)	16 (.05)	329 (1.00)
2014-2015	151 (.45)	100 (.30)	51 (.15)	33 (.10)	335 (1.00)
2015-2016	136 (.40)	85 (.25)	68 (.20)	51 (.15)	340 (1.00)
2016-2017	121 (.35)	69 (.20)	87 (.25)	70 (.20)	347 (1.00)
2017-2018	106 (.30)	88 (.25)	88 (.25)	71 (.20)	353 (1.00)

Goethe Site

YEAR	GRADE 9	GRADE 10	GRADE 11	GRADE 12	TOTAL
2013-2014	131 (.50)	92 (.35)	26 (.10)	13 (.05)	262 (1.00)
2014-2015	122 (.45)	82 (.30)	41 (.15)	27 (.10)	272 (1.00)
2015-2016	113 (.40)	71 (.25)	56 (.20)	42 (.15)	282 (1.00)
2016-2017	103 (.35)	58 (.20)	73 (.25)	58 (.20)	292 (1.00)
2017-2018	92 (.30)	75 (.25)	75 (.25)	60 (.20)	302 (1.00)

25th Street Site

YEAR	GRADE 9	GRADE 10	GRADE 11	GRADE 12	TOTAL
2013-2014	139 (.50)	96 (.35)	27 (.10)	14 (.05)	276 (1.00)
2014-2015	127 (.45)	85 (.30)	42 (.15)	28 (.10)	282 (1.00)
2015-2016	115 (.40)	72 (.25)	58 (.20)	43 (.15)	288 (1.00)
2016-2017	102 (.35)	59 (.20)	74 (.25)	59 (.20)	294 (1.00)
2017-2018	90 (.30)	75 (.25)	75 (.25)	60 (.20)	300 (1.00)

Covenant House Academy Detroit is distinctly different from other public school academies in Michigan. Its target population is 100% dropouts, kids who have not succeeded in traditional public school programs. By this definition, our students enroll as an already academically “failed” group of students, as measured by most academic and social development standards, including test scores, attendance and graduation rates.

Our challenge is to move a significant number of kids classified as freshmen or sophomores toward graduation. This group of students is typically much further behind in the credits-to-age ratio and sees themselves as having a much higher mountain to climb to achieve graduation. Indeed, they represent a totally distinct segment of our population in terms of measuring their progress. They represent the bulk of our enrolled students, about 70%, who enroll with 0 – 5

ninth grade credits, and they range in age from 16 to 22. They tend to be the ones who repeatedly drop in and out of the program, have less motivation and don't necessarily see graduation as attainable for themselves.

The profile of the targeted population of Covenant House Academy Detroit reflects the high dropout rate of transient underserved youth. The overall goal of Covenant House Academy Detroit is to serve the homeless and the dropout at-risk youth, within the age range of 16-22. Typically, it is the 16 and 18-year-olds, who are attracted to the program, primarily because of the flexibility of the program and the shortened school day. It is only upon enrolling into our academy that students become fully aware that their age does not determine their grade level. These students have dysfunctional home environments. Some are homeless, and some of our students are parents. Unfortunately, many of our 16-18 year olds will have very few credits, and therefore will be classified as a ninth grader.

As a result, the projected enrollment of ninth graders is anticipated to be approximately 50% or more of the total population for the academic school year. Based on our experience with the predecessor academies of Covenant House Detroit, these students have a pattern of disenrolling and re-enrolling in school over a period of time. The tenth grade students generally consist of the existing ninth graders who have progressed to the tenth grade, and those students who were on the fringes of dropping out. Over time, the expectation is that there will be a shift in the student body spectrum from 9th to 12th graders, with Juniors and Seniors making up a higher percentage of the enrollment because they tend to be more focused, mature and goal-oriented. Over the 5-year duration of the authorization period, it is expected that the Freshman enrollment will fall from 51% down to 26% and Senior enrollment will rise from 6% in the 2014-2015 year to an estimated 28% in the 2021-2022 school year. The enrollment distribution is expected to flatten out considerably and be more evenly spread over the grade classifications. Experience has shown that the attendance, retention and graduation rates for Covenant House Academy Juniors and Seniors are significantly better the closer students are to graduation. The graduation rate for Juniors and Seniors at Covenant House Academies, for example, is consistently between 80% and 95%.

SCHEDULE 7-8

**ADDRESS AND DESCRIPTION OF PROPOSED PHYSICAL PLANT; LEASE
OR DEED FOR PROPOSED SITE; OCCUPANCY CERTIFICATE**



COVENANT HOUSE ACADEMY DETROIT – CENTRAL

Building Description

Covenant House Academy Central, 2959 Martin Luther King, Jr., Boulevard, Detroit, MI 48208: The Central academy is a single story brick structure, 12,000' square, gabled roof, with central air conditioning, circa 2005, located on the rear of the Covenant House Michigan campus, with its own entrance, in the center of the City near downtown. Floors are tiled. The building is surrounded by a perimeter security fence. The academy is a combination of computer labs and direct instruction classrooms. The building has been owned by Covenant House Michigan since it was built in 2005.



COVENANT HOUSE ACADEMY DETROIT – EAST

Building Description

Covenant House Academy East, 7600 Goethe, Detroit, MI 48214: The East academy is a single story brick structure, 12,000' square, flat roof, with installed air conditioning units, circa 1960, situated in a residential neighborhood two blocks south of Mack Avenue and 4 blocks east of East Grand Boulevard. Floors are tiled. The building is surrounded by a perimeter security fence. The academy is a combination of computer labs and direct instruction classrooms. The former elementary school building is owned by Covenant House Michigan and was purchased from the Detroit Public Schools in 2010. Major renovations to the structure have been undertaken.



COVENANT HOUSE ACADEMY DETROIT – SOUTHWEST

Building Description

Covenant House Academy Southwest, 1450 25th Street, Detroit, MI 48216. The Southwest academy consists of a main school building and an annex. The main building is a two-story brick structure (however only the 1st floor is in use by the academy for instruction), 55,000' square, flat roof, with central air conditioning units, circa 1956, situated in a residential neighborhood two blocks south of Vernor Highway and 2 blocks east of West Grand Boulevard in Detroit. Office and hallway floors are tiled. Classroom floors are polished wood. The annex is approximately 3,000' square, gabled roof, central air, circa 2002, and contains two large classrooms, a center vestibule and boys and girls lavatories. The annex floors are tiled. The buildings are surrounded by a newly-installed perimeter security fence. The academy is a combination of computer labs and direct instruction classrooms. The former elementary school building is owned by Covenant House Michigan and was purchased from the Detroit Public Schools in 2012. Major renovations to the structure have been undertaken, including closing off the second floor to the public.

CONSENT BY COVENANT HOUSE MICHIGAN TO ASSIGNMENT OF 7600 GOETHE
LEASE

Covenant House Michigan is the Landlord under a Lease ("Lease") dated as of July 1, 2010, between Covenant House Michigan as Landlord and Covenant House Academy East as Tenant. Pursuant to Section 13.01 of the Lease, Covenant House Michigan hereby consents to the assignment of the Lease by Tenant to Covenant House Academy Central, which assignment shall result from Tenant's merger, effective July 1, 2013, into Covenant House Academy Central. Landlord understands that after the merger Covenant House Academy Central shall be renamed Covenant House Academy Detroit.

LANDLORD:

COVENANT HOUSE MICHIGAN,
A Michigan non profit corporation

By: 

Its: Executive Director

Dated and effective as of June 30, 2013

Open.18378.53348.12909384-1

CONSENT BY COVENANT HOUSE MICHIGAN TO ASSIGNMENT OF 1450 25TH
STREET LEASE

Covenant House Michigan is the Landlord under a Lease ("Lease") dated as of July 1, 2012, between Covenant House Michigan as Landlord and Covenant House Academy Southwest as Tenant. Pursuant to Section 13.01 of the Lease, Covenant House Michigan hereby consents to the assignment of the Lease by Tenant to Covenant House Academy Central, which assignment shall result from Tenant's merger, effective July 1, 2013, into Covenant House Academy Central. Landlord understands that after the merger Covenant House Academy Central shall be renamed Covenant House Academy Detroit.

LANDLORD:

COVENANT HOUSE MICHIGAN,
A Michigan non profit corporation

By: 

Its: Executive Director

Dated and effective as of June 30, 2013

SUBLEASE

THIS SUBLEASE is entered into as of July 1, 2010, 2005, between Covenant House Michigan, 2959 Martin Luther King, Jr. Blvd., Detroit, Michigan 48208 ("Sublessor"), and Covenant House Academy Central, a Michigan nonprofit corporation and duly authorized public school academy ("Sublessee").

1. PREMISES. Sublessor subleases to Sublessee for the Sublease Term as defined in Paragraph 2, a portion of the real property and improvements situated in Detroit, Michigan, commonly known as 2959 Martin Luther King, Jr., Blvd., Detroit, Michigan 48308, described as follows, together with all rights-of-way, non-exclusive use of parking and common areas, easements and related rights (collectively, the "Subleased Premises"):

Exclusive Space in the Commons Building of approximately 3, 066 square feet comprised of:

- 4 classrooms
- 4 administrative offices

Shared Space in the Commons Building of: approximately 2,292 square feet comprised of:

- 1 Copy room
- 1 Conference room
- 1 Enrollment office
- Restrooms
- 1 Board Room
- 1 Training room

Freestanding One-Story School Structure: Approximately 13,500 square feet in size

All square footage is approximate.

2. TERM. The term ("Term") of this Sublease shall commence on July 1, 2010, and will end on June 30, 2015, unless sooner terminated pursuant to this Sublease.

3. RENEWAL TERMS. At the option of Sublessor, Sublessee may renew this Sublease for up to 3 additional 5 year Terms, on terms to be agreed upon by the parties. Sublessee shall submit to the Sublessor written notice of its request to renew not later than 90 days prior to the expiration of the Term.

4. RENT. Rent shall accrue at the rate of \$ 14.00 per square foot, payable in monthly installments on or before the fifth day of each month. All rent due under this

sublease shall be paid by Youth Vision Solutions, Inc. ("YVS") ("the Management Company") as required by the Management Agreement between YVS and Sublessee ("The Management Agreement").

If any rent payments are not made by the 10th day of the month in which they are due, a late fee shall be paid at the legal judgment rate of interest for the State of Michigan.

5. PURPOSE, USES, ALTERATIONS AND FIXTURES. Sublessee shall use and occupy the Subleased Premises in a legal, careful, safe and proper manner as a Michigan public school academy and general office space and will not commit or suffer waste there. Sublessee may, from time to time during the Term or any extension, make additional interior alterations, additions and changes to the Subleased Premises with Sublessor's prior written approval, which shall not be unreasonably withheld or delayed. At the expiration of this Sublease, Sublessee shall remove all of its personal property and fixtures if they can be removed with no damage to the Subleased Premises, or if removal causes damage, Sublessee repairs the damage.

6. REPAIRS AND CUSTODIAL REQUIREMENTS. Sublessee shall ensure that the Management Company, as provided in the Management Agreement, shall maintain the Subleased Premises in good order in accordance with good business practices. However, Sublessor shall be liable for maintenance of the shared space, parking areas, common areas, roof, exterior walls and structural elements of the Subleased Premises, unless damage is caused by the negligence, recklessness or intentional misconduct of Sublessee, its agents, contractors, students, faculty, administrators or invitees.

If any repairs to the Premises are required, Sublessee shall notify the Sublessor in writing. Except for any "Business Critical Maintenance Situations" (situations where there is imminent danger to persons or property) which is provided for differently below, any repairs required of Sublessor pursuant to this Sublease shall be made within 5 days of receiving written notice from Sublessee. If a Business Critical Maintenance Situation exists or if there is a situation where Sublessor is responsible for making a repair and has not timely responded, Sublessee has the right, but not the obligation, to make the repair, either itself or through the Management Company, without Sublessor's approval and to offset any amount spent against future sums due Sublessor under this Sublease.

7. MECHANIC'S LIENS. Sublessee shall not permit any mechanic's, laborer's materialmen's or other liens to stand against the Subleased Premises for any labor, machinery or materials furnished or claimed to have been furnished in connection with any work performed or claimed to have been performed on the Subleased Premises solely for Sublessee or under Sublessee's control. If any such lien shall be filed or shall attach, the Sublessee shall promptly either pay it or procure its discharge by giving security in any manner required or permitted by law. If Sublessee fails to do

any of the foregoing within 60 days of the filing of the lien or attachment, Sublessor may discharge the lien and charge all costs in connection with it to Sublessee. In addition to all other remedies of Sublessor, Sublessee shall indemnify, hold harmless and defend the Sublessor from and against all claims, demands, judgments, damages, all liens or encumbrances, and legal proceedings on account of such furnishing or claimed furnishing of labor, machinery or materials.

8. UTILITIES. Pursuant to the Management Agreement, the Management Company shall be responsible for the payment of or reimbursement to Sublessor for all costs or charges relating to its use of utilities on the Subleased Premises including, but not limited to, natural gas, water, usage of sewers, electricity and trash removal. Unless separately metered, the Management Company shall be responsible for its pro-rata share of such utilities which shall be determined by a fraction the numerator of which is the number of square feet exclusively used by Sublessee over a denominator which is the total square footage of the Sublessee's buildings and improvements that such utilities relate to. In addition to the charge for the exclusive space, the Management Company shall also be responsible for ½ of the prorated charge for any utilities that relate to the shared space. The prorated share of the shared space shall be determined by a fraction the numerator of which is the number of square feet of such shared space used by Sublessee over a denominator which is the total square footage of the Sublessee's buildings and improvements that such utilities relate to.

9. HOLDING OVER. If Sublessee remains in possession of the Subleased Premises after the expiration of the Sublease, tenancy shall be from month to month at a rental rate which is 25% higher than the monthly rent charged during the last year of the Term. Said tenancy shall be in accordance with this Sublease, except for rent and shall not diminish Sublessor's remedies with respect to the Sublessee's failure to vacate.

10. EXAMINATION. Sublessee shall permit the Sublessor, or its agents, to enter the Subleased Premises at reasonable times and upon reasonable notice to Sublessee, to examine the condition of the Premises.

11. EXPIRATION. Sublessee will surrender the Subleased Premises upon termination of this Sublease in good order and condition, except for reasonable use, natural wear and tear, Acts of God, and any casualty which Sublessee is not responsible for repairing under the terms of this Sublease.

12. INSURANCE. The Management Company shall at all times fully insure the Subleased Premises with Fire, Casualty and Extended Coverage insurance in an amount of not less than its full replacement value. A Certificate of Insurance evidencing the coverage set forth above shall be furnished to Sublessor prior to occupancy by Sublessee.

13. INDEMNIFICATION. To the extent provided by law and to the extent not in conflict with applicable insurance policies, the parties agree to indemnify, defend and

hold harmless each other from and against any loss, cost, judgment or expense, including but not limited to, reasonable attorneys' fees, incurred by each other arising out of (i) any breach of this Sublease and/or (ii) the negligence, recklessness or intentional misconduct of either party.

14. DEFAULT. The following shall be deemed to be defaults by the Sublessee:

(a) Failure of the Management Company to comply with Section 4 or any other payment obligation in this Sublease after 7 days' written notice of such default is received by Sublessee.

(b) Failure to comply with any of its other obligations under this Sublease which is not cured within 30 days after receipt of written notice from the Sublessor. If there is a default, Sublessor shall have the following rights and remedies, in addition to those allowed by law or equity, any one or more of which may be exercised:

(1) Sublessor may apply the security deposit and/or re-enter the Subleased Premises and cure any default of Sublessee, in which case Sublessee shall reimburse Sublessor as additional rent for any cost and expenses which Sublessor may incur to cure the default.

(2) Sublessor may terminate this Sublease as of the date of default, and: (i) neither Sublessee, nor any other person claiming under or through Sublessee, shall thereafter be entitled to possession of the premises, and Sublessee shall immediately surrender the premises to Sublessor; (ii) as allowed by law, Sublessor may re-enter the premises and dispossess Sublessee or any other occupants of the premises, without prejudice to any other remedy which Sublessor may have for possession or arrearage in rent; and (iii) notwithstanding the termination of this Sublease: (a) Sublessor may recover all unpaid rent and other sums accrued through the date of termination; or (b) Sublessor may re-let all or any part of the Subleased Premises for a term different from which would otherwise have constituted the balance of the Term, and for rent and on terms different from those contained in this Sublease. All liabilities and remedies specified in clauses (a) and (b) above shall survive the termination of this Sublease.

(3) Sublessor may sue for injunctive relief, or to recover damages for any loss resulting from the breach.

If there is a default by Sublessor, Sublessee may cure the breach and deduct any amounts related to the cure from future payments of rent, or may terminate the Sublease. Such remedies shall be in addition to any other remedy available to Sublessee at law or in equity.

15. DAMAGE OR DESTRUCTION. If the Subleased Premises are destroyed or so damaged that they are unusable as a school, Sublessee may surrender

possession of the Premises to the Sublessor and cause this Sublease to cease with the exception of any claims or causes of action resulting from any acts or omissions on the part of the Sublessee or Sublessor. However, if the damage or destruction can be repaired within 30 days, this Sublease shall continue, except that rental payments shall abate during the time required to complete the repair. If Sublessee does not elect to terminate this Sublease in accordance with this Section, Sublessor shall use the insurance proceeds to rebuild the Premises to at least as good a condition as existed prior to the damage or destruction.

16. QUIET ENJOYMENT. Sublessor covenants that Sublessee shall at all times during the Term have the peaceable and quiet enjoyment and possession of the Premises without any hinderance from Sublessor.

17. SUCCESSORS OF THE PARTIES. This Lease shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

18. REAL PROPERTY TAXES. Pursuant to the Management Agreement, the Management Company is responsible for any real estate taxes and assessments with respect to the Premises, which accrue during the Term, as well as any installments of assessments falling due during the Term, and shall be responsible for its pro-rata portion of any taxes in the same manner as for utilities.

19. PERSONAL PROPERTY TAXES. Pursuant to the Management Agreement, the Management Company shall be responsible for the payment of all taxes assessed upon the fixtures, furnishings, equipment and other personal property of the Sublessee or Sublessor contained in the Subleased Premises regardless of when such taxes become due and payable. For the purpose of determining the amount of such taxes, the figures supplied by the assessing authority as to the amounts so assessed shall be conclusive. Sublessee shall comply with all reporting requirements for the property located in the Premises.

20. NON-WAIVER. No waiver of any breach or default of this Sublease shall be inferred from any omission by Sublessor to take action on account of any similar or different breach or default or from an acquiescence of Sublessor in any prior event of default. No express waiver shall affect any breach or default other than the breach or default specified in the express waiver and that only for the time and to the extent therein stated.

21. NOTICE. Wherever in this Sublease it shall be required or permitted that notice or demand shall be given or served by either party to this Sublease to or on the other, such notice or demand shall be deemed to have been given or served when such notice or demand, in writing, is delivered by personal service or certified mail, return receipt requested, addressed to the respective addresses of the parties with a required copy to:

Leonard C. Wolfe

Dykema Gosset
201 Townsend Street, Suite 900
Lansing, Michigan 48933
Facsimile: (517) 374-9191

22. EMINENT DOMAIN. If any part of the Subleased Premises shall be taken by the right of eminent domain, either party shall have the right, at its option, exercisable within 30 days of receipt of notice of taking, to terminate this Sublease as of the date possession is to be taken by the condemning authority. No award for any partial or entire taking shall be apportioned, and the Sublessee hereby assigns to Sublessor any award which may be made in such taking or condemnation. However, Sublessee shall not be required to assign to Sublessor any award made to the Sublessee for the taking of personal property belonging to Sublessee or for costs associated with Sublessee's relocation, moving or loss of business. No temporary taking of the Premises, and/or of Sublessee's rights under this Sublease shall terminate this Sublease or give Sublessee any right to any abatement of rent or other obligation.

23. SUBORDINATION AND ATTORNMENT. This Sublease shall be subject, subordinate and inferior to any mortgage that is or may hereafter be placed on the Subleased Premises, and, in the event of foreclosure, Sublessee agrees to attorn to the mortgagee. Sublessee will, upon demand, without cost, execute any instrument reasonably necessary to effectuate such subordination or attornment. If within 5 days of submission of said instruments for execution Sublessee fails to execute them, Sublessor may execute them as attorney-in-fact coupled with an interest for Sublessee. Sublessor shall exercise reasonable efforts to procure and deliver to Sublessee non-disturbance agreements from all current and future mortgagees.

24. TERMINATION. On the date that the Public School Academy Contract entered as of May 10, 2010, 2010 between the Sublessee and the School District of the City of Detroit ("the Contract") is terminated or is not renewed, this Sublease shall automatically terminate.

25. RELATIONSHIP OF THE PARTIES. Nothing contained in this Sublease shall be deemed to create the relationship of principal and agent or of a partnership or of a joint venture, or any relationship of the parties other than that of Sublessor and Sublessee.

26. MODIFICATION: This Sublease shall not be modified unless in a written agreement signed by the Sublessor and Sublessee.

27. COMPLIANCE. Sublessor warrants and represents that the Subleased Premises is in compliance with all applicable building, fire and safety codes, as amended.

28. COMMON AREAS. Sublessor grants Sublessee and Sublessee's invitees, students and customers the privilege to use, in common with all others to whom Sublessor has, or may hereafter grant such privileges, the common areas of the Premises. Sublessee agrees that its use of the common areas shall not unreasonably interfere with the use of the common areas by Sublessor or any other Sublessee. Sublessor also agrees that it shall not allow any other Sublessee to use the common areas in such a manner as to unreasonably interfere with Sublessee's use of the common areas.

29. TITLE AND CONDITION. The Subleased Premises are subleased to the Sublessee by the Sublessor subject to all zoning regulations and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction over the Premises.

30. PREMISES UNABLE TO BE USED AS A SCHOOL. If Sublessee cannot utilize the Premises as a school for any reason, it shall have the right to terminate this Sublease.

31. GOVERNING LAW; INVALIDITY OF ANY PROVISION. This Sublease shall be governed by and enforced in accordance with the laws of Michigan. Any provision of this Lease which is unenforceable or invalid, or the inclusion of which would affect the validity, legality or enforcement of this Sublease shall be of no effect, but all the remaining provisions of this Sublease shall remain in full force and effect.

32. UNDERLYING LEASE. This Sublease is derived from a lease (the "Lease") between Covenant House Michigan and Adam J. Maida, Roman Catholic Archbishop of the Archdiocese of Detroit dated July 26, 1999. Sublessor agrees to comply with the terms of that Lease. In the case of any conflict between the terms of the Lease and the terms of this Sublease, the terms of the Lease shall be controlling.

Covenant House Michigan (Sublessor)

Covenant House Academy Central
(Sublessee)

By: *John G. Joann*
Its: Executive Director
Dated: 12 May 2010

By: *Kathleen Brodhead*
Its: President
Dated: 5-12-2010

Consented to by the Archdiocese of Detroit

By: _____
Its: _____
Dated: _____

7600 GOETHE LEASE

THIS LEASE is made as of July 1, 2010 by and between Covenant House Michigan, a Michigan non-profit corporation ("Landlord") located at 2959 Martin Luther King, Jr. Blvd., Detroit Michigan 48208, and Covenant House Academy East, a Michigan non-profit corporation and duly authorized public school academy ("Tenant"), who agree as follows:

SECTION 1 THE PREMISES

1.01 Landlord hereby leases to Tenant the real property, totaling approximately 20,550 square feet in area, located in the City of Detroit, County of Wayne, and the State of Michigan, more particularly described in Exhibit "A" attached to, and made an integral part of, this Lease (the "Land"), together with the building and other improvements on the Land (the "Improvements") ("the Land and the Improvements collectively will constitute and be referred to in this Lease as the "Premises").

SECTION 2 THE TERM

2.01 The term of this Lease (the "Term") will commence effective July 1, 2010 (the "Commencement Date").

The term will be for five (5) calendar years from and after the Commencement Date unless terminated as provided herein. If the Commencement Date is other than the first day of a calendar month, the Term will be extended to terminate at the end of the calendar month in which it would otherwise terminate under the preceding sentence.

2.02 The Term of the Lease shall be automatically renewed for successive one (1) year terms, upon the same terms, covenants and conditions contained herein, unless, however;

(i) Landlord has notified Tenant at least 120 days prior to the expiration of the then current term that Landlord has determined that it must have use of the building for Landlord's institutional purposes; or

(ii) Tenant has notified Landlord at least 120 days prior to the expiration of the Term of its intent to terminate this Lease.

and in such events, the Term of this Lease shall expire as set forth in Section 2.01 hereof.

2.03 This lease shall terminate if Tenant is in default in the performance of any of the covenants, terms and conditions hereof, and after receiving notice thereof Tenant has failed to cure such breach within 15 days.

2.04 Tenant and Landlord agree that this Lease shall terminate automatically upon the effective date of termination, revocation or nonrenewal of the PSA Contract, defined herein.

SECTION 3 THE RENT

3.01 During the term of this Lease, Tenant shall pay to Landlord rent for each year at the rate of \$14.00 per square foot, totaling annual rent in the amount of \$87,700.00

3.02 Rent will be paid in monthly installments of \$23,975.00 on or before the fifth day of each month, without any setoffs or deductions, at the office of the Landlord at 2959 Martin Luther King, Jr. Blvd., Detroit, Michigan 48208, or at such other place as Landlord from time to time may designate in writing.

SECTION 4 TAXES

4.01 During the term of this Lease, Tenant shall pay before delinquent, in addition to any other sums due hereunder, all taxes, assessments, levies, fines or other governmental charges of any kind and nature (collectively, "taxes") levied or assessed against (i) the Premises or any leasehold interest therein; (ii) Tenant's personal property located upon the Premises; (iii) alterations, additions or improvements of whatsoever kind or nature made to the Premises; and (iv) rents payable by Tenant to Landlord.

4.02 Tenant shall have the right to contest the validity of any taxes before any assessing or reviewing body or any court having competent jurisdiction over such matters; provided, however, Tenant shall pay any taxes, before the expiration of any appeal period and prior to the commencement. Landlord agrees to cooperate with Tenant in such proceedings.

SECTION 5 USE OF PREMISES

5.01 The Premises during the continuance of this Lease will be used for the provision of educational services by the Tenant, a Michigan public school academy, pursuant to a Public School Academy Contract, dated as of July 1, 2010 (the "PSA Contract"), between the Tenant and the Detroit Public Schools ("DPS"), to students attending school at the Premises and all activities ancillary thereto only and for no other purpose without the prior written consent of Landlord.

5.02 During the Term or any renewal thereof, Tenant will keep the Premises and every part thereof and all buildings at any time situated thereon in a clean and wholesome condition and generally will comply with all lawful health and policy regulations.

SECTION 6 UTILITIES

6.01 All applications and connections for necessary utility services on the Premises shall be made in the name of Tenant only, and Tenant shall be solely liable to pay when due all bills for water, sewer charges, heat, gas, electricity and telephone used in the Premises from the Commencement Date until the expiration of the Term.

SECTION 7 INSURANCE

7.01 Tenant shall procure at its sole cost and expense and keep in effect during the Term hereof, a primary policy of comprehensive general public liability insurance, naming Landlord as an additional insured party, and including blanket contractual coverage against claims for or arising out of bodily injury, death or property damage, occurring in, on or about the Premises or property in, on or about the streets, sidewalks or properties adjacent to the Premises. The limits of coverage will be, initially, if dual limits are provided, not less than One Million Dollars (\$1,000,000) with respect to injury or death of a single person, not less than One Million Dollars (\$1,000,000) with respect to any one occurrence of property damage, or, in the alternative, a single limit policy in the amount of Two Million Dollars (\$2,000,000), and thereafter in such reasonable appropriate increased amounts as may be determined by Landlord, provided however, that the amount of coverage will not be increased more frequently than at one (1) year intervals. The policy will contain cross-liability endorsements. In the event Tenant fails to procure such insurance, Landlord may, at its option, procure the same for the account of Tenant, and the cost thereof shall be paid to Landlord as additional rent upon the delivery to Tenant of a bill therefor. With respect to insurance covering personal property, the insurance proceeds shall be payable to the party that bears the loss.

7.02 The insurance policy or policies to be provided by Tenant hereunder shall be issued by an insurance company or companies having an A.M. Best Company rating of not less than "A". Each policy procured by Tenant under this Section 7 must provide for at least thirty (30) days written notice, to Landlord of any cancellation. At Landlord's option, either certificate of insurance or the original policy or policies will be delivered by Tenant to Landlord prior to the effective date thereof, together with receipts evidencing payment of the premiums therefore. Tenant will deliver certificates of renewal for such policies to Landlord at least thirty (30) days prior to the expiration dates thereof.

7.03 Except with respect to the insurance required by Subsection 7.01, neither Landlord nor Tenant may take out separate insurance concurrent in form or contributing in the event of loss with that required under this Section 7 unless Landlord and Tenant are included therein as the insured payable as provided in this Lease. Each party will notify the other immediately of the placing of any such separate insurance.

7.04 In the event of loss under any policy or policies provided by Tenant to Landlord under this Section 7, other than the liability policy required by Subsection 7.01, the insurance proceeds will be payable to Landlord; thereafter,

such proceeds, with the exception of the loss of rents insurance proceeds, will be used for the expense of repairing or rebuilding the Improvements which have been damaged.

SECTION 8 DAMAGE BY FIRE OR OTHER CASUALTY

8.01 It is understood and agreed that if the Premises are damaged or destroyed in whole or in part by fire or other casualty during the Term, the Landlord, if there are sufficient insurance proceeds, will repair and restore the same to good tenantable condition with reasonable dispatch. The rent and all other charges which are the obligation of Tenant under this Lease will abate for the period the Premises are untenable.

8.02 In the event the Premises are damaged or destroyed to the extent of more than 35% of the replacement cost, either party hereto shall have the right to terminate this Lease upon providing 90 days' prior written notice to the other party. In the event Landlord fails to commence such repair and restoration within a reasonable time and such failure continues for 30 days after Tenant has provided written objection to Landlord, Tenant shall have the right to terminate this Lease.

SECTION 9 REPAIRS

9.01 Tenant agrees at its own expense to keep the Improvements, including all structural, electrical, mechanical and plumbing systems at all times in good appearance and repair except for reasonable and normal wear and tear.

9.02 Tenant shall, at its sole cost and expense, maintain the Premises and keep the same reasonably free from rubbish, dirt, snow and ice at all times; and Tenant shall at its sole cost and expense, keep and maintain parking lots on the Premises in good order and repair, providing timely snow and ice removal and shall maintain all landscaped areas.

SECTION 10 PAYMENT FOR SERVICES RENDERED BY LANDLORD

10.01 If Landlord at any time: (i) does any work or performs any service in connection with the Premises, or (ii) supplies any materials to the Premises, and the cost of the services, work or materials is Tenant's responsibility under the provisions of this Lease, Landlord will invoice Tenant for the cost, payable within thirty (30) days after delivery of the invoice. This Section will apply to any such work, services or materials, whether furnished at Tenant's request or on its behalf and whether furnished or caused to be furnished by Landlord or its agents, employees or

contractors. All amounts payable under this Section will be additional rental, and failure by Tenant to pay them when due will be a default under this Lease.

SECTION 11 ALTERATIONS

11.01 The parties agree that Tenant will not make any alterations, additions, or improvements to the Premises without the prior written consent of Landlord. All such alterations, additions or improvements shall be performed by licensed contractors and subject to conditions specified by Landlord. Purely cosmetic changes, such as painting and window treatments are deemed to be consented to by the Landlord.

11.02 The parties agree that any alterations, additions, or improvements ("improvements") to the Premises by Landlord shall be made by Landlord at Tenant's expense, provided that Landlord shall not carry out such improvements until the parties have first entered a written agreement setting forth: (i) Tenant's consent to the improvements; (ii) the nature of the improvements; and (ii); and Tenant's schedule for repaying Landlord for same.

SECTION 12 LIENS

12.01 After the Commencement Date, Tenant will keep the Premises free of liens of any sort and will hold Landlord harmless from any liens which may be placed on the Premises except those attributable to the acts of the Landlord.

SECTION 13 ASSIGNMENT OR SUBLETTING

13.01 Tenant agrees not to assign or in any manner transfer this Lease or any interest in this Lease without the previous written consent of Landlord, and not to sublet the Premises or any part of the Premises or allow anyone to use or to come in with, through or under it without like consent, which consent may be withheld for any reason at Landlord's sole discretion.

SECTION 14 INSPECTION OF PREMISES

14.01 Tenant agrees to permit Landlord and the authorize representatives of Landlord to enter the Premises at all reasonable times, with or without prior notice, during business hours for the purpose of inspecting the same.

SECTION 15 FIXTURES, EQUIPMENT AND TENANT IMPROVEMENTS

15.01 All fixtures and equipment paid for by Landlord and all fixtures and equipment which may be paid for and placed on the Premises by Tenant from time to time but which are so incorporated and affixed to improvements that their removal would involve damage or structural change to Improvements, will, upon

the expiration of the Term, be and remain the property of Landlord.

15.02 All furnishings, equipment and fixtures other than those specified in Section 15.01, which are paid for and placed on the Premises by Tenant from time to time (other than those which are replacements for fixtures originally paid for by Landlord) will remain the property of Tenant.

SECTION 16 SECURITY

16.01 If requested by Landlord, Tenant shall provide Landlord with a security deposit equal to two months rent, which amount shall be held by Landlord as security for the payment of rent, any other liability of the Tenant under this Lease and the performance of any duty by the Tenant under this Lease. Upon termination of this Lease and after the satisfaction of all liabilities owed to Landlord under this Lease, Landlord shall return any unexpended portion of the security deposit, without interest, to the address of the Tenant identified herein.

SECTION 17 NOTICE OR DEMANDS

17.01 Any and all notices permitted or required to be given hereunder shall be deemed duly given: (i) upon actual delivery, if delivery is by hand; or (ii) upon receipt by the transmitting party of confirmation or answer back if delivery is by telex, telegram, or facsimile; (iii) upon delivery into United States mail if delivery is by postage-paid registered or certified mail, with return receipt requested; or (iv) upon delivery by a nationally recognized overnight delivery service. Each such notice shall be sent to the respective party at the address indicated below or at any other address the party may designate by notice delivered pursuant hereto:

(a) If to the Landlord:

Covenant House Michigan
2959 Martin Luther King, Jr. Blvd.
Detroit, MI 48208
Attn: Sam Joseph

(b) If to the Tenant:

Covenant House Academy East 7600 Goethe Street
Detroit, MI 48214
Attn: _____

SECTION 18

BREACH; INSOLVENCY; RE-ENTRY

18.01 If any rental payable by Tenant to Landlord remains unpaid for more than seven (7) days after written notice to Tenant of non-payment, or if Tenant violates or defaults in the performance of any of its obligations in this Lease and the violation or default continues for a period of forty five (45) days after written notice, then Landlord may (but will not be required to) declare this Lease

forfeited and the Term ended, or re-enter the Premises, or may exercise all other remedies available under Michigan Law. Tenant will pay, in addition to the rentals and other sums agreed to be paid hereunder, reasonable attorneys' fees, costs and expenses in any suit or action instituted by or involving Landlord to enforce the provisions of, or the collection of the rentals due Landlord under this Lease, including any proceeding under the Federal Bankruptcy Code. Notwithstanding the foregoing, in the event the PSA Contract has been terminated, revoked or not renewed, Tenant shall not be liable for any rent due after such date of termination, revocation or nonrenewal.

18.02 In the event of declaration of forfeiture at or after the time of reentry, Landlord may re-lease the Premises or any portion(s) or the Premises for a term or terms and at a rent which may be less than or exceed the balance of the Term of and the rent reserved under this Lease. In such event Tenant will pay to Landlord as liquidated damages for Tenant's default any deficiency between the total rent reserved and the net amount, if any as the same becomes due, of the rents collected on account of the lease or leases of the Premises which otherwise would have constituted the balance of the term of this Lease. In computing such liquidated damages, there will be added to the deficiency any reasonable expenses which Landlord may incur in connection with re-leasing, such as reasonable legal expenses, reasonable attorneys', brokerage, and advertising fees and expenses, and for keeping the Premises in good order or for preparing the Premises for re-leasing. Any such liquidated damages will be paid in monthly installments by Tenant on the Rent Day and any suit brought to collect the deficiency for any month will not prejudice Landlord's right to collect the deficiency for any subsequent month by a similar proceeding. In lieu of the foregoing computation of liquidated damages, Landlord may elect, at its sole option, to receive liquidated damages in one payment equal to any deficiency between the total rent reserved hereunder and the fair and reasonable rental of the Premises, both discounted at ten (10%) percent per annum to present value at the time of declaration of forfeiture.

SECTION 19 COSTS PAID BY MANAGEMENT COMPANY

Certain costs associated with the Premises, including but not limited to rent, taxes, utilities and insurance, shall be paid by Youth Vision Solutions, Inc., ("YVS"), a Michigan non-profit corporation (the "Management Company"), as required by the Management Agreement between the Management Company and the Tenant. Should another Management Company replace YVS, all costs described in this Section shall be paid by the new management company. This Section does not affect or reduce any of the obligations of Tenant under this Lease, and all such obligations shall continue in full force and effect as obligations of a principal and not as obligations of a guarantor or surety; provided that performance by the Management Company (or by any management company that replaces YVS) of any obligations of Tenant under this Lease shall be deemed to be performance by the Tenant.

SECTION 20
SURRENDER OF PREMISES ON TERMINATION

19.01 At the expiration (or earlier termination) of the Term, Tenant will surrender the Premises broom clean and in as good condition and repair as they were at the time Tenant took possession, reasonable wear and tear excepted, and promptly upon surrender will deliver all keys and building security cards for the Premises to Landlord at the place then fixed for payment of rent. All costs and expenses incurred by Landlord in connection with repairing or restoring the Premises to the condition called for herein, in connection with repairing or restoring the Premises to the condition called for herein, together with the costs, if any, of removing from the Premises any property of Tenant left therein, together with liquidated damages in an amount equal to the amount of minimum net rental plus all other charges which would have been payable by Tenant under this Lease if the term of this Lease had been extended for the period of time reasonably required for Landlord to repair or restore the Premises to the condition called for herein, shall be invoiced to Tenant and shall be payable as additional rental within thirty (30) days after receipt of invoice.

SECTION 21
PERFORMANCE BY LANDLORD OF THE COVENANTS OF TENANT

21.01 If Tenant fails to pay any sum of money, other than rental, required to be paid hereunder or fails to perform any act on its part to be performed hereunder, (including without limitation the performance of all covenants pertaining to the condition and repair of the Premises pursuant to Section 8), above, and such failure shall continue for a period of thirty (30) days (or a reasonable period of less than thirty (30) days when life, person or property is in jeopardy) after notice thereof by Landlord, Landlord may (but shall not be required to), and without waiving or releasing Tenant from any of Tenant's obligations, make any such payment or perform any such other act. All sums so paid by Landlord and all necessary incidental costs, including without limitation the cost of repair, maintenance or restoration of the Premises if so performed by Landlord hereunder, shall be deemed additional rental and shall be payable to Landlord within five (5) days after receipt of invoice by Tenant.

SECTION 22
SUBORDINATION; ESTOPPEL CERTIFICATES

22.01 Tenant agrees that Landlord may choose to make this lease subordinate or paramount to any construction loans, mortgages, trust deeds and ground or underlying leases now or hereafter affecting the Premises and to any and all advances to be made thereunder, and to the interest and charges thereon, and all renewals, replacements, and extensions thereon, provided to mortgagee, lessor or trustee named in any such mortgages, trust

deeds or leases agrees to recognize the lease of Tenant in the event of foreclosure if Tenant is not in default. Tenant, after a reasonable opportunity to review and request reasonable changes, will execute promptly any instrument or certificate that Landlord may request to confirm such subordination, and hereby irrevocably appoints Landlord as Tenant's attorney-in-fact to execute such instrument or certificate on its behalf.

22.02 Tenant, within ten (10) business days after request (at anytime or times) by Landlord, will execute and deliver to Landlord, an estoppel certificate identifying the Commencement Date and expiration date of the Term and stating that this Lease is unmodified and in full force and effect, or is in full force and effect as modified, stating the modifications, and stating that Tenant does not claim that Landlord is in default in any way, or listing any such claimed defaults. If Tenant fails to deliver the executed certificate to Landlord within the ten (10) business day period, the accuracy of the proposed certificate will be deemed conclusively confirmed.

SECTION 23 QUIET ENJOYMENT

23.01 Landlord agrees that at all times when Tenant is not in default under the provisions and during the Term of this Lease, Tenant's quiet and peaceable enjoyment of the Premises will not be disturbed or interfered with by Landlord or any person claiming by, through, or under Landlord.

SECTION 24 HOLDING OVER

24.01 If Tenant remains in possession of the Premises after the expiration of this Lease without executing a new lease, it will be deemed to be occupying the Premises as a tenant from month to month, subject all the provisions of this Lease to the extent that they can be applicable to a month-to-month tenancy, except that the minimum net rental for each month will be Fifteen Dollars (\$15.00) per square foot of leasable area per annum.

SECTION 25 REMEDIES NOT EXCLUSIVE; WAIVER

25.01 Each and every of the rights, remedies and benefits provided by this Lease are cumulative, and are not exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.

25.02 One of more waivers of any covenant or condition by Landlord will not be construed as a waiver of a further or subsequent breach of the same covenant or condition, and the consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval will not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant

SECTION 26 WAIVER OF SUBROGATION

26.01 To the maximum extent permitted by the insurance policies obtained hereunder, Landlord and Tenant hereby waive any and all right of recovery against each other for any loss or damage caused by fire or any of the risks covered by standard fire and extended coverage, vandalism and malicious mischief insurance policies.

SECTION 27 RIGHT TO SHOW PREMISES

27.01 For a period commencing 120 days prior to the termination of this Lease or any extension thereof, Landlord may show the Premises, and may display about the Premises signs advertising the availability of the Premises.

SECTION 28 INDEMNIFICATION

28.01 To the extent not in conflict with the terms of any applicable insurance policy covering the Premises or the parties to this Lease, each party ("the Indemnifying Party") at its expense will defend, indemnify and save the other party ("the Indemnified Party"), its licensees, servants, agents, employees and contractors, harmless from any loss, damage, claim of damage, liability or expense to or for any person or property, whether based on contract, tort, negligence or otherwise, arising directly or indirectly out of or in connection with the use or misuse thereof by the Indemnifying Party, the acts or omissions of the Indemnifying Party, its licensees, servants, agents, employees or contractors, or the failure of the Indemnifying Party to comply with any provision of this Lease, provided, however, that nothing herein shall be construed to require the Indemnifying Party to indemnify the Indemnified Party against the latter's own acts, omissions or neglect.

SECTION 29 ENTIRE AGREEMENT

31.01 This Lease and the Exhibits attached hereto and forming a part hereof, set forth all of the covenants, agreements, stipulations, promises, conditions and understandings between Landlord and Tenant concerning the Premises and there are no covenants, agreement, stipulations, promises, conditions or understanding, either oral or written, between them other than herein set forth.

SECTION 30 GENERAL

32.01 Many references in this Lease to persons, entities and items have been generalized for ease of reading. Therefore, references to a single person, entity or item will also mean more than one person, entity or thing whenever such usage is appropriate (for example, "Tenant" may include, if appropriate, a group of persons acting as a single entity, or as tenants-in-common). Similarly, pronouns of any gender should be considered interchangeable with pronouns of other genders.

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32.03 Topical headings appearing in this Lease are for convenience only. They do not define, limit or construe the contents of any paragraphs or clauses.

32.04 This Lease can be modified or amended only by a written agreement signed by Landlord and Tenant.

32.05 All provisions of this Lease are and will be binding on the heirs, executors, administrators, personal representatives, successors and assigns of Landlord and Tenant.

32.06 The laws of the State of Michigan will control in the construction and enforcement of this Lease.

SECTION 31 ENVIRONMENTAL MATTERS

31.01 The Parties shall be fully responsible, at their own expense, for compliance with all laws and/or regulations governing the handling of Hazardous Materials or other substances used or stored on the Premises in connection with Parties business conducted therein. All hazardous or potentially Hazardous Materials shall be stored in proper containers and shall be further protected against spills by secondary containment facilities. The Parties shall not spill, introduce, discharge or bury any Hazardous Materials, substance or containment of any kind in, on, or under the Premises or any portion thereof or any adjacent premises or into the ambient air. The Parties shall not permit the discharge of any Hazardous Materials into the sanitary or storm sewer or water system serving the Premises or any adjacent premises or into any municipal or other governmental water system or storm and/or sanitary sewer system. The Parties shall employ all appropriate safeguards and procedures necessary or appropriate to protect such systems from contamination. The parties shall undertake, at their expense, any necessary and/or appropriate cleanup process in connection with any breach of the foregoing covenants, and without limiting other indemnity or insurance obligations under this Agreement. To the extent provided by law and not in conflict with the terms of any applicable insurance policies covering the Premises or Parties, the Parties shall indemnify and hold harmless each other from and against all liability whether direct, indirect, consequential or otherwise, arising from any incident or occurrence on or about the premises or any adjacent premises pertaining to Hazardous Materials which results from the acts or omissions of the party, and its agents, employees or invitees, during the term hereof. The obligations of Landlord and Tenant under this section shall survive the termination of this Agreement.

"Hazardous Materials" shall include, without limitation, any chemical or other material which is or may become injurious to the public health, safety or welfare, or to the environment, flammable explosives, petroleum fractions, pesticides, radioactive materials, regulated substances,

hazardous or toxic substances, contaminating pollutants or related or similar materials, including by way of example, substances or materials defined by any federal, state or local environmental law, ordinance, rule or regulation, including federal, state or local environmental law, ordinance, rule or regulation, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, the Federal Insecticide, Fungicide, and Rodenticide Act or the Michigan Environmental Response Act, and the regulations adopted and publications promulgated pursuant thereto, all as amended.

31.02 The obligations, rights and remedies of Landlord and Tenant set forth in this Section shall survive the termination, expiration and/or release of this Lease.

IN WITNESS WHEREOF the Landlord and Tenant have executed this Lease as of the date set forth at the outset hereof.

WITNESS:

Catherine Palazzo

LANDLORD:

Covenant House Michigan, a
Michigan non-profit corporation

By: John G. Loomis

Its: Executive Director

WITNESS:

Catherine Palazzo

TENANT:

Covenant House Academy East,
a Michigan non-profit corporation and
public school academy

By: Lawrence Luoma

Its: President

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1450 25th STREET LEASE

THIS LEASE is made as of July 1, 2012 by and between Covenant House Michigan, a Michigan non-profit corporation ("Landlord") located at 2959 Martin Luther King, Jr. Blvd., Detroit Michigan 48208, and Covenant House Academy Southwest, a Michigan non-profit corporation and duly authorized public school academy ("Tenant"), who agree as follows:

SECTION 1 THE PREMISES

1.01 Landlord hereby leases to Tenant the real property, totaling approximately 33,500 square feet in area, located in the City of Detroit, County of Wayne, and the State of Michigan, more particularly described in Exhibit "A" attached to, and made an integral part of, this Lease (the "Land"), together with the building and other improvements on the Land (the "Improvements") ("the Land and the Improvements collectively will constitute and be referred to in this Lease as the "Premises").

SECTION 2 THE TERM

2.01 The term of this Lease (the "Term") will commence effective July 1, 2012 (the "Commencement Date").

The term will be for five (5) calendar years from and after the Commencement Date unless terminated as provided herein. If the Commencement Date is other than the first day of a calendar month, the Term will be extended to terminate at the end of the calendar month in which it would otherwise terminate under the preceding sentence.

2.02 The Term of the Lease shall be automatically renewed for successive one (1) year terms, upon the same terms, covenants and conditions contained herein, unless, however;

(i) Landlord has notified Tenant at least 120 days prior to the expiration of the then current term that Landlord has determined that it must have use of the building for Landlord's institutional purposes; or

(ii) Tenant has notified Landlord at least 120 days prior to the expiration of the Term of its intent to terminate this Lease.

and in such events, the Term of this Lease shall expire as set forth in Section 2.01 hereof.

2.03 This lease shall terminate if Tenant is in default in the performance of any of the covenants, terms and conditions hereof, and after receiving notice thereof Tenant has failed to cure such breach within 15 days.

2.04 Tenant and Landlord agree that this Lease shall terminate automatically upon the effective date of termination, revocation or nonrenewal of the PSA Contract, defined herein.

SECTION 3 THE RENT

3.01 During the term of this Lease, Tenant shall pay to Landlord rent for each year at the rate of \$7.75 per square foot, totaling annual rent in the amount of \$260,000.00.

3.02 Rent will be paid in monthly installments of \$21,666.66 on or before the fifth day of each month, without any setoffs or deductions, at the office of the Landlord at 2959 Martin Luther King, Jr. Blvd., Detroit, Michigan 48208, or at such other place as Landlord from time to time may designate in writing.

SECTION 4 TAXES

4.01 During the term of this Lease, Tenant shall pay before delinquent, in addition to any other sums due hereunder, all taxes, assessments, levies, fines or other governmental charges of any kind and nature (collectively, "taxes") levied or assessed against (i) the Premises or any leasehold interest therein; (ii) Tenant's personal property located upon the Premises; (iii) alterations, additions or improvements of whatsoever kind or nature made to the Premises; and (iv) rents payable by Tenant to Landlord.

4.02 Tenant shall have the right to contest the validity of any taxes before any assessing or reviewing body or any court having competent jurisdiction over such matters; provided, however, Tenant shall pay any taxes, before the expiration of any appeal period and prior to the commencement. Landlord agrees to cooperate with Tenant in such proceedings.

SECTION 5 USE OF PREMISES

5.01 The Premises during the continuance of this Lease will be used for the provision of educational services by the Tenant, a Michigan public school academy, pursuant to a Public School Academy Contract, dated as of July 1, 2010 (the "PSA Contract"), between the Tenant and the Detroit Public Schools ("DPS"), to students attending school at the Premises and all activities ancillary thereto only and for no other purpose without the prior written consent of Landlord.

5.02 During the Term or any renewal thereof, Tenant will keep the Premises and every part thereof and all buildings at any time situated thereon in a clean and wholesome condition and generally will comply with all lawful health and policy regulations.

SECTION 6 UTILITIES

6.01 All applications and connections for necessary utility services on the Premises shall be made in the name of Tenant only, and Tenant shall be solely liable to pay when due all bills for water, sewer charges, heat, gas, electricity and telephone used in the Premises from the Commencement Date until the expiration of the Term.

SECTION 7 INSURANCE

7.01 Tenant shall procure at its sole cost and expense and keep in effect during the Term hereof, a primary policy of comprehensive general public liability insurance, naming Landlord as an additional insured party, and including blanket contractual coverage against claims for or arising out of bodily injury, death or property damage, occurring in, on or about the Premises or property in, on or about the streets, sidewalks or properties adjacent to the Premises. The limits of coverage will be, initially, if dual limits are provided, not less than One Million Dollars (\$1,000,000) with respect to injury or death of a single person, not less than One Million Dollars (\$1,000,000) with respect to any one occurrence of property damage, or, in the alternative, a single limit policy in the amount of Two Million Dollars (\$2,000,000), and thereafter in such reasonable appropriate increased amounts as may be determined by Landlord, provided however, that the amount of coverage will not be increased more frequently than at one (1) year intervals. The policy will contain cross-liability endorsements. In the event Tenant fails to procure such insurance, Landlord may, at its option, procure the same for the account of Tenant, and the cost thereof shall be paid to Landlord as additional rent upon the delivery to Tenant of a bill therefor. With respect to insurance covering personal property, the insurance proceeds shall be payable to the party that bears the loss.

7.02 The insurance policy or policies to be provided by Tenant hereunder shall be issued by an insurance company or companies having an A.M. Best Company rating of not less than "A". Each policy procured by Tenant under this Section 7 must provide for at least thirty (30) days written notice, to Landlord of any cancellation. At Landlord's option, either certificate of insurance or the original policy or policies will be delivered by Tenant to Landlord prior to the effective date thereof, together with receipts evidencing payment of the premiums therefore. Tenant will deliver certificates of renewal for such policies to Landlord at least thirty (30) days prior to the expiration dates thereof.

7.03 Except with respect to the insurance required by Subsection 7.01, neither Landlord nor Tenant may take out separate insurance concurrent in form or contributing in the event of loss with that required under this Section 7 unless Landlord and Tenant are included therein as the insured payable as provided in this Lease. Each party will notify the other immediately of the placing of any such separate insurance.

7.04 In the event of loss under any policy or policies provided by Tenant to Landlord under this Section 7, other than the liability policy required by Subsection 7.01, the insurance proceeds will be payable to Landlord; thereafter, such proceeds, with the exception of the loss of rents insurance proceeds, will be used for the expense of repairing or rebuilding the Improvements which have been damaged.

SECTION 8
DAMAGE BY FIRE OR OTHER CASUALTY

8.01 It is understood and agreed that if the Premises are damaged or destroyed in whole or in part by fire or other casualty during the Term, the Landlord, if there are sufficient insurance proceeds, will repair and restore the same to good tenantable condition with reasonable dispatch. The rent and all other charges which are the obligation of Tenant under this Lease will abate for the period the Premises are untenable.

8.02 In the event the Premises are damaged or destroyed to the extent of more than 35% of the replacement cost, either party hereto shall have the right to terminate this Lease upon providing 90 days' prior written notice to the other party. In the event Landlord fails to commence such repair and restoration within a reasonable time and such failure continues for 30 days after Tenant has provided written objection to Landlord, Tenant shall have the right to terminate this Lease.

SECTION 9
REPAIRS

9.01 Tenant agrees at its own expense to keep the Improvements, including all structural, electrical, mechanical and plumbing systems at all times in good appearance and repair except for reasonable and normal wear and tear.

9.02 Tenant shall, at its sole cost and expense, maintain the Premises and keep the same reasonably free from rubbish, dirt, snow and ice at all times; and Tenant Shall at its sole cost and expense, keep and maintain parking lots on the Premises in good order and repair, providing timely snow and ice removal and shall maintain all landscaped areas.

SECTION 10
PAYMENT FOR SERVICES RENDERED BY LANDLORD

10.01 If Landlord at any time: (i) does any work or performs any service in connection with the Premises, or (ii) supplies any materials to the Premises, and the cost of the services, work or materials is Tenant's responsibility under the provisions of this Lease, Landlord will invoice Tenant for the cost, payable within thirty (30) days after delivery of the invoice. This Section will apply to any such work, services or materials, whether furnished at Tenant's request or on its behalf and whether furnished or caused to be furnished by Landlord or its agents, employees or contractors. All amounts payable under this Section will be additional rental, and failure by Tenant to pay them when due will be a default under this Lease.

SECTION 11
ALTERATIONS

11.01 The parties agree that Tenant will not make any alterations, additions, or improvements to the Premises without the prior written consent of Landlord. All such alterations, additions or improvements shall be performed by licensed contractors and subject to conditions specified by Landlord. Purely cosmetic changes, such as painting and window treatments are deemed to be consented to by the Landlord.

11.02 The parties agree that any alterations, additions, or improvements ("improvements") to the Premises by Landlord shall be made by Landlord at Tenant's expense, provided that Landlord shall not carry out such improvements until the parties have first entered a written agreement setting forth: (i) Tenant's consent to the improvements; (ii) the nature of the improvements; and (ii); and Tenant's schedule for repaying Landlord for same.

SECTION 12 LIENS

12.01 After the Commencement Date, Tenant will keep the Premises free of liens of any sort and will hold Landlord harmless from any liens which may be placed on the Premises except those attributable to the acts of the Landlord.

SECTION 13 ASSIGNMENT OR SUBLETTING

13.01 Tenant agrees not to assign or in any manner transfer this Lease or any interest in this Lease without the previous written consent of Landlord, and not to sublet the Premises or any part of the Premises or allow anyone to use or to come in with, through or under it without like consent, which consent may be withheld for any reason at Landlord's sole discretion.

SECTION 14 INSPECTION OF PREMISES

14.01 Tenant agrees to permit Landlord and the authorize representatives of Landlord to enter the Premises at all reasonable times, with or without prior notice, during business hours for the purpose of inspecting the same.

SECTION 15 FIXTURES, EQUIPMENT AND TENANT IMPROVEMENTS

15.01 All fixtures and equipment paid for by Landlord and all fixtures and equipment which may be paid for and placed on the Premises by Tenant from time to time but which are so incorporated and affixed to improvements that their removal would involve damage or structural change to Improvements, will, upon the expiration of the Term, be and remain the property of Landlord.

15.02 All furnishings, equipment and fixtures other than those specified in Section 15.01, which are paid for and placed on the Premises by Tenant from time to time (other than those which are replacements for fixtures originally paid for by Landlord) will remain the property of Tenant.

SECTION 16 SECURITY

16.01 If requested by Landlord, Tenant shall provide Landlord with a security deposit equal to two months rent, which amount shall be held by Landlord as security for the payment of rent, any other liability of the Tenant under this Lease and the performance of any duty by the Tenant under this Lease. Upon termination of this Lease and after the satisfaction of all liabilities owed to Landlord under this Lease, Landlord shall return any unexpended portion of the security deposit, without interest, to the address of the Tenant identified herein.

SECTION 17 NOTICE OR DEMANDS

17.01 Any and all notices permitted or required to be given hereunder shall be deemed duly given: (i) upon actual delivery, if delivery is by hand; or (ii) upon receipt by the transmitting party of confirmation or answer back if delivery is by telex, telegram, or facsimile; (iii) upon delivery into United States mail if delivery is by postage-paid registered or certified mail, with return receipt requested; or (iv) upon delivery by a nationally recognized overnight delivery service. Each such notice shall be sent to the respective party at the address indicated below or at any other address the party may designate by notice delivered pursuant hereto:

- (a) If to the Landlord:
Covenant House Michigan
2959 Martin Luther King, Jr. Blvd.
Detroit, MI 48208
Attn: Sam Joseph
- (b) If to the Tenant:
Covenant House Academy Southwest
1450 25th Street
Detroit, MI 48216
Attn: _____

SECTION 18 BREACH; INSOLVENCY; RE-ENTRY

18.01 If any rental payable by Tenant to Landlord remains unpaid for more than seven (7) days after written notice to Tenant of non-payment, or if Tenant violates or defaults in the performance of any of its obligations in this Lease and the violation or default continues for a period of forty five (45) days after written notice, then Landlord may (but will not be required to) declare this Lease forfeited and the Term ended, or re-enter the Premises, or may exercise all other remedies available under Michigan Law. Tenant will pay, in addition to the rentals and other sums agreed to be paid hereunder, reasonable attorneys' fees, costs and expenses in any suit or action instituted by or involving Landlord to enforce the provisions of, or the collection of the rentals due Landlord under this Lease, including any proceeding under the Federal Bankruptcy Code. Notwithstanding the foregoing, in the event the PSA Contract has been terminated, revoked or not renewed, Tenant shall not be liable for any rent due after such date of termination, revocation or nonrenewal.

18.02 In the event of declaration of forfeiture at or after the time of reentry, Landlord may re-lease the Premises or any portion(s) or the Premises for a term or terms and at a rent which may be less than or exceed the balance of the Term of and the rent reserved under this Lease. In such event Tenant will pay to Landlord as liquidated damages for Tenant's default any deficiency between the total rent reserved and the net amount, if any as the same becomes due, of the rents collected on account of the lease or leases of the Premises which otherwise would have constituted the balance of the term of this Lease. In computing such liquidated damages, there will be added to the deficiency any reasonable expenses which Landlord may incur in connection with re-leasing, such as reasonable legal expenses, reasonable attorneys', brokerage, and advertising fees and expenses, and for keeping the Premises in good order or for preparing the Premises for re-leasing. Any such liquidated damages will be paid in monthly installments by Tenant on the Rent Day and any suit brought to collect the deficiency for any month will not prejudice Landlord's right to collect the deficiency for any subsequent month by a similar proceeding. In lieu of the foregoing computation of liquidated damages, Landlord may elect, at its sole option, to receive liquidated damages in one payment equal to any deficiency between the total rent reserved hereunder and the fair and reasonable rental of the Premises, both discounted at ten (10%) percent per annum to present value at the time of declaration of forfeiture.

SECTION 19 COSTS PAID BY MANAGEMENT COMPANY

19.01 Certain costs associated with the Premises, including but not limited to rent, taxes, utilities and insurance, shall be paid by Youth Vision Solutions, Inc., ("YVS"), a Michigan non-profit corporation (the "Management Company"), as required by the Management Agreement between the Management Company and the Tenant. Should another Management Company replace YVS, all costs described in this Section shall be paid by the new management company. This Section does not affect or reduce any of the obligations of Tenant under this Lease, and all such obligations shall continue in full force and effect as obligations of a principal and not as obligations of a guarantor or surety; provided that performance by the Management Company (or by any management company that replaces YVS) of any obligations of Tenant under this Lease shall be deemed to be performance by the Tenant.

SECTION 20 SURRENDER OF PREMISES ON TERMINATION

20.01 At the expiration (or earlier termination) of the Term, Tenant will surrender the Premises broom clean and in as good condition and repair as they were at the time Tenant took possession, reasonable wear and tear excepted, and promptly upon surrender will deliver all keys and building security cards for the Premises to Landlord at the place then fixed for payment of rent. All costs and expenses incurred by Landlord in connection with repairing or restoring the Premises to the condition called for herein, in connection with repairing or restoring the Premises to the condition called for herein, together with the costs, if any, of removing from the Premises any property of Tenant left therein, together with liquidated damages in an amount equal to the amount of minimum net rental plus all other charges which would have been payable by Tenant under this Lease if the term of this Lease had been extended for the period of time reasonably required for Landlord to repair or restore the Premises to the condition called for herein, shall be invoiced to Tenant and shall be payable as additional rental within thirty (30) days after receipt of invoice.

SECTION 21
PERFORMANCE BY LANDLORD OF THE COVENANTS OF TENANT

21.01 If Tenant fails to pay any sum of money, other than rental, required to be paid hereunder or fails to perform any act on its part to be performed hereunder, (including without limitation the performance of all covenants pertaining to the condition and repair of the Premises pursuant to Section 8), above, and such failure shall continue for a period of thirty (30) days (or a reasonable period of less than thirty (30) days when life, person or property is in jeopardy) after notice thereof by Landlord, Landlord may (but shall not be required to), and without waiving or releasing Tenant from any of Tenant's obligations, make any such payment or perform any such other act. All sums so paid by Landlord and all necessary incidental costs, including without limitation the cost of repair, maintenance or restoration of the Premises if so performed by Landlord hereunder, shall be deemed additional rental and shall be payable to Landlord within five (5) days after receipt of invoice by Tenant.

SECTION 22
SUBORDINATION; ESTOPPEL CERTIFICATES

22.01 Tenant agrees that Landlord may choose to make this lease subordinate or paramount to any construction loans, mortgages, trust deeds and ground or underlying leases now or hereafter affecting the Premises and to any and all advances to be made thereunder, and to the interest and charges thereon, and all renewals, replacements, and extensions thereon, provided to mortgagee, lessor or trustee named in any such mortgages, trust deeds or leases agrees to recognize the lease of Tenant in the event of foreclosure if Tenant is not in default. Tenant, after a reasonable opportunity to review and request reasonable changes, will execute promptly any instrument or certificate that Landlord may request to confirm such subordination, and hereby irrevocably appoints Landlord as Tenant's attorney-in-fact to execute such instrument or certificate on its behalf.

22.02 Tenant, within ten (10) business days after request (at anytime or times) by Landlord, will execute and deliver to Landlord, an estoppel certificate identifying the Commencement Date and expiration date of the Term and stating that this Lease is unmodified and in full force and effect, or is in full force and effect as modified, stating the modifications, and stating that Tenant does not claim that Landlord is in default in any way, or listing any such claimed defaults. If Tenant fails to deliver the executed certificate to Landlord within the ten (10) business day period, the accuracy of the proposed certificate will be deemed conclusively confirmed.

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23.01 Landlord agrees that at all times when Tenant is not in default under the provisions and during the Term of this Lease, Tenant's quiet and peaceable enjoyment of the Premises will not be disturbed or interfered with by Landlord or any person claiming by, through, or under Landlord.

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26.01 To the maximum extent permitted by the insurance policies obtained hereunder, Landlord and Tenant hereby waive any and all right of recovery against each other for any loss or damage caused by fire or any of the risks covered by standard fire and extended coverage, vandalism and malicious mischief insurance policies.

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27.01 For a period commencing 120 days prior to the termination of this Lease or any extension thereof, Landlord may show the Premises, and may display about the Premises signs advertising the availability of the Premises.

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28.01 To the extent not in conflict with the terms of any applicable insurance policy covering the Premises or the parties to this Lease, each party ("the Indemnifying Party") at its expense will defend, indemnify and save the other party ("the Indemnified Party"), its licensees, servants, agents, employees and contractors, harmless from any loss, damage, claim of damage, liability or expense to or for any person or property, whether based on contract, tort, negligence or otherwise, arising directly or indirectly out of or in connection

with the use or misuse thereof by the Indemnifying Party, the acts or omissions of the Indemnifying Party, its licensees, servants, agents, employees or contractors, or the failure of the Indemnifying Party to comply with any provision of this Lease, provided, however, that nothing herein shall be construed to require the Indemnifying Party to indemnify the Indemnified Party against the latter's own acts, omissions or neglect.

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SECTION 31 ENVIRONMENTAL MATTERS

31.01 The Parties shall be fully responsible, at their own expense, for compliance with all laws and/or regulations governing the handling of Hazardous Materials or other substances used or stored on the Premises in connection with Parties business conducted therein. All hazardous or potentially Hazardous Materials shall be stored in


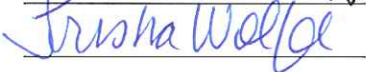
proper containers and shall be further protected against spills by secondary containment facilities. The Parties shall not spill, introduce, discharge or bury any Hazardous Materials, substance or containment of any kind in, on, or under the Premises or any portion thereof or any adjacent premises or into the ambient air. The Parties shall not permit the discharge of any Hazardous Materials into the sanitary or storm sewer or water system serving the Premises or any adjacent premises or into any municipal or other governmental water system or storm and/or sanitary sewer system. The Parties shall employ all appropriate safeguards and procedures necessary or appropriate to protect such systems from contamination. The parties shall undertake, at their expense, any necessary and/or appropriate cleanup process in connection with any breach of the foregoing covenants, and without limiting other indemnity or insurance obligations under this Agreement. To the extent provided by law and not in conflict with the terms of any applicable insurance policies covering the Premises or Parties, the Parties shall indemnify and hold harmless each other from and against all liability whether direct, indirect, consequential or otherwise, arising from any incident or occurrence on or about the premises or any adjacent premises pertaining to Hazardous Materials which results from the acts or omissions of the party, and its agents, employees or invitees, during the term hereof. The obligations of Landlord and Tenant under this section shall survive the termination of this Agreement.

"Hazardous Materials" shall include, without limitation, any chemical or other material which is or may become injurious to the public health, safety or welfare, or to the environment, flammable explosives, petroleum fractions, pesticides, radioactive materials, regulated substances, hazardous or toxic substances, contaminating pollutants or related or similar materials, including by way of example, substances or materials defined by any federal, state or local environmental law, ordinance, rule or regulation, including federal, state or local environmental law, ordinance, rule or regulation, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, the Federal Insecticide, Fungicide, and Rodenticide Act or the Michigan Environmental Response Act, and the regulations adopted and publications promulgated pursuant thereto, all as amended.

31.02 The obligations, rights and remedies of Landlord and Tenant set forth in this Section shall survive the termination, expiration and/or release of this Lease.

IN WITNESS WHEREOF the Landlord and Tenant have executed this Lease as of the date set forth at the outset hereof.

WITNESS:


Catherine Palazzo

Trisha Wolfe

LANDLORD:

Covenant House Michigan, a
Michigan non-profit corporation

By: 

Its: EXECUTIVE DIRECTOR

WITNESS:

Catherine Palazzo
Trisha Wolfe

TENANT:

Covenant House Academy Southwest,
a Michigan non-profit corporation and
public school academy

By: Tul

Its: President

CERTIFICATE OF USE AND OCCUPANCY

PERMANENT

Michigan Department of Labor & Economic Growth
Bureau of Construction Codes/Building Division
P. O. Box 30254
Lansing, MI 48909
(317) 241-9317

Building Permit No. B024723
Covenant House Michigan
2959 Martin Luther King
Detroit, Michigan
Wayne County

The above named building of Use Group E and Construction Type 5B is approved for use and occupancy.

THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH SECTION 110.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.



Larry Lehman, Chief
Charles E. Curtis, Assistant Chief
Building Division

June 15, 2007

CERTIFICATE OF USE AND OCCUPANCY

PERMANENT

**Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes/Building Division
P. O. Box 30254
Lansing, MI 48909
(517) 241-9317**

**Building Permit No. B033551
Covenant House Academy Southwest
1450 25th Street
Detroit, Michigan
Wayne County**

The above named building of Use Group E and Construction Type 2B is approved for use and occupancy.

THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH SECTION 111.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.



**Larry Lehman, Chief
Charles E. Curtis, Assistant Chief
Building Division**

September 27, 2012

CERTIFICATE OF USE AND OCCUPANCY


PERMANENT

**Michigan Department of Labor & Economic Growth
Bureau of Construction Codes & Fire Safety/Building Division
P. O. Box 30254
Lansing, MI 48909
(517) 241-9317**

**Building Permit No. B023010
Covenant House East
7600 Goethe Street
Detroit, Michigan
Wayne County**

The above named building of Use Group E and Construction Type 2B is approved for use and occupancy.

THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH SECTION 110.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.


**Larry Lehman, Chief
Charles E. Curtis, Assistant Chief
Building Division**

October 3, 2006